



AGENDA
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 18, 2023
6:00 PM

CALL TO ORDER

ROLL CALL

Ms. Julie LaBonte (Chair)
Ms. Muriel Hall
Mr. Larry Potashnick
Ms. Marjorie Richter
Mr. AJ Wang
Ms. Rhonda O'Brien
Mr. Thomas Buelter

Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Megan Waller, Administrative Supervisor/Recording Secretary

ACCEPTANCE OF THE AGENDA

APPROVAL OF MINUTES

1. **December 4, 2023 Planning and Zoning Commission Draft Meeting Minutes**

PUBLIC COMMENT

An opportunity for members of the public to address the Planning and Zoning Commission regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

UNFINISHED BUSINESS

NEW BUSINESS

1. **PUBLIC HEARING. Application #23-038: Conditional Use Permit for 2,594 Square Foot Taziki's Mediterranean Cafe Full-Service Restaurant Located at 12704 Olive Boulevard within Bellerive Plaza**

Scott Bonner, of Taziki's Mediterranean Cafe, has submitted an application for a conditional use permit to allow Taziki's Mediterranean Cafe to occupy the 2,615 square foot suite 12704 in the Bellerive Plaza shopping center with approx. 85 indoor seats at 12704 Olive Boulevard in Creve Coeur, MO 63141. NAICS 722511 Full-Service Restaurants require a conditional use permit with review by the



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300 NORTH NEW BALLAS RD
DECEMBER 18, 2023
6:00 PM**

Planning and Zoning Commission and approval of an ordinance by the City Council.

2. Application #23-037: Final Plat for the Subdivision of a 8.45 Acre Lot at 871 North Mason Road into Twelve Lots within the D Single Family Residential Zoning District

James Brennan, of McKelvey Homes, has submitted a request for the final plat approval to subdivide the property at 871 North Mason Road into twelve lots for twelve new homes. The total area of each lot varies in size from 10,080 square feet to 14,861 square feet. The subject property is zoned D Single Family Residential, and no changes to the zoning district are being requested.

3. #23-039: Consolidation Plat of Lot 24 of Belle Coeur Plat 4 and One Half of A Portion of Previously Vacated Champeix Lane

Tom Prost, surveyor, on behalf of Sherri Steffens, owner, has submitted a consolidation plat (boundary adjustment) to include a portion of the vacated Champeix Lane right-of-way. With the vacated right-of-way included, the property will contain 50,075 square feet.

WORK AGENDA

PENDING APPLICATIONS

DEPARTMENT REPORTS

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the Planning and Zoning Commission could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.



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CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 18, 2023
6:00 PM**

Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



**DRAFT MINUTES
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

CALL TO ORDER

The meeting was called to order at 6:02 PM.

ROLL CALL

**Ms. Julie LaBonte (Chair) (Absent)
Ms. Muriel Hall
Mr. Larry Potashnick
Ms. Marjorie Richter
Mr. AJ Wang (Vice Chair)
Ms. Rhonda O'Brien (Absent)
Mr. Thomas Buelter**

The following staff were also present:

**Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Megan Waller, Administrative Supervisor/Recording Secretary**

ACCEPTANCE OF THE AGENDA

Ms. Richter made a motion to accept the agenda. Mr. Potashnick seconded. All in favor.

APPROVAL OF MINUTES

1. November 20, 2023 Planning and Zoning Commission Draft Meeting Minutes

Mr. Potashnick made a motion to approve the November 20, 2023 meeting minutes. Ms. Richter seconded. All in favor.

PUBLIC COMMENT

None



**DRAFT MINUTES
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

UNFINISHED BUSINESS

1. PUBLIC HEARING. Applications #23-035 and #23-036: A Conditional Use Permit and Site Development Plan with Associated Boundary Adjustment for Spirit Lexus Located at 10176 Corporate Square Drive

Those speaking to the request were sworn in.

Mr. George Stock, 257 Chesterfield Business Pkwy., Chesterfield, MO 63005, stated that the subject properties are currently zoned GC-General Commercial, totaling approximately 8 acres within the 39 North district.

Mr. Stock stated that the existing dealership has outgrown the current facility, as it has been there for 30 years. He stated that on the site today, there are two office buildings, a lake, and surface parking, with access to Lindbergh and Corporate Square Dr.

Mr. Stock stated that currently the site has 70% impervious coverage, and that the intent is to demolish and rebuild.

Mr. Stock stated that part of the request is for a boundary adjustment to consolidate the existing two lots into one.

Mr. Stock stated that some items included in the request are a sidewalk greenway easement located along both Lindbergh Blvd and Corporate Square Dr, and a right-of-way dedication.

Mr. Stock stated that the proposal consists of a 53,134 sqft building with 40 service bays and a new showroom. He explained that the use would include 55 employees with various hours of operation for different departments. They will be closed on Sundays.

Mr. Stock stated that 487 parking spaces are proposed on the site with two bio-retention basins and underground detention basin. He stated that a green roof is proposed for the building, as well as 0.63 acres of native plantings, landscape islands in the parking lot, and EV charging stations available to the public.

Mr. Buelter asked if the existing lake served any retention or detention purposes. Mr. Stock stated that at one time the lake could have had storm water purposes, but he was unable to locate any confirmation in his research. He explained that the proposed changes would bring the site up to current standards, and that the proposed green roof will offer extensive benefits for storm water runoff, energy efficiency, etc.



**DRAFT MINUTES
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

Mr. Stock stated that the green roof will help improve stormwater runoff and lessen impacts to the site. He stated that the applicant is asking for a site coverage bonus, and that the green roof impacts should be taken into consideration. Mr. Stock also explained that the Spirit Lexus will enter into a maintenance agreement with MSD if the green roof is approved.

Mr. Stock stated that Lexus has outgrown the current facility and is asking for 487 parking spaces as part of the site plan to allow for future growth and manufacturer requirements. He explained that native grasses will be planted along Lindbergh Blvd to provide a buffer and landscape islands will be added to the parking lot to meet Creve Coeur design guidelines.

Mr. Stock stated that there will be minimal changes to the topography of the property.

Mr. Stock stated that new LED lighting will be added to the site.

Mr. Stock presented the proposed elevations of the building. He stated that two different types of stone have been added to the exterior of the building, as well as aluminum composite to meet the design guidelines of the City. He explained that a water table has been added to the base of the building in order to create consistency between the service area and showroom.

Mr. Chip Walker, 6962 Rucker Rd Ste C, Indianapolis, IN 46220, stated that 100% cutoff LED fixtures will be used. He explained that 15 minutes before closing, the lights will be soft dimmed from 100% to safety level. He stated that on brighter days, the insidelights will adjust accordingly to need. He explained that this helps with maintenance and energy efficiency. Mr. Wang had concerns regarding light spilling off of the site. Mr.

Walker stated that there will be no light spillage onto Lindbergh Blvd or anywhere else off site.

Ms. Bethany Moore, City Planner, stated that the property is in the GC-General Commercial district as well as the 39 North Innovation District.

Ms. Moore stated that the project will include the demo of the two existing buildings and elimination of the pond on site.

Ms. Moore stated that the goal of the 39N district is to promote AG Tech. She explained that while the use does not align with the goals of the 39N district, it is not prohibited.



**DRAFT MINUTES
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

Ms. Moore stated that there are 487 proposed parking stalls. She stated that 176 stalls are required for the proposed use.

Ms. Moore stated that in the GC District, 63% max site coverage is allowed with up to 70% with a site coverage bonus, and the applicant is proposing 69.6%.

Ms. Moore stated that sidewalks will be provided along Lindbergh and Corporate Square Dr to comply with MoDOT's future plans. She explained that the applicant is also providing a 10ft wide easement for the Great River Greenway in case there are future trail plans.

Ms. Moore stated the requirements for the conditional use permit including that the service bays are limited to 1/5000sqft of land area and must be contained within the building. They meet this requirement. She stated that they must also have an enclosed trash container near the rear of the site, and one is proposed.

Ms. Moore stated that there will be 55 employees at the busiest shift and the hours of operations will be specified for sales, services, and parts.

Ms. Moore presented the required parking requirements and stated that the proposed parking lot will have an abundance of spaces. She stated that the proposed parking will be broken up with landscape islands according to the design guidelines.

Ms. Moore presented the requirements for a site coverage bonus. She explained that the proposed green roof is not something that has been seen in the City to date. She also stated that there will be a native landscaping area to incorporate on with the 39 North district. She stated that these should be taken into consideration for the requested site coverage bonus.

Ms. Moore stated that the proposed landscaping plan includes 19 street trees along Corporate Square Dr and 23 street trees along Lindbergh Blvd to comply with requirements. She stated that 9 evergreen trees will screen the trash enclosure and a 10ft wide landscaped buffer will be added between the parking lot and adjacent property. The applicant also proposes to landscape and maintain the adjacent median.

Ms. Moore stated that use of native plantings will be added along Lindbergh Blvd and the south entrance to tie into the 39 North place-making. She stated that there will be a



**DRAFT MINUTES
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

low strip added to the native planting area to help it look intentional.

Ms. Moore presented the proposed exterior elevations. She stated that staff has concerns with the proposed elevations, as the design guidelines call for less corporate branding. She gave examples of ways to reduce corporate branding, such as adding additional stone, additional windows, and plane breaks.

Ms. Moore presented the proposed green roof and noted that the plantings will not be visible from the ground level. She stated that the green roof will have its own irrigation.

Ms. Moore stated that the proposed lighting would be 16ft tall at most and downcast and shielded.

Ms. Moore stated that there are no staff concerns with the proposed boundary adjustment.

Mr. Potashnick asked for specifications and additional details on the proposed green roof. Mr. Buelter stated that there are many energy efficiency benefits if the roof is maintained.

Ms. Richter asked for clarification on the maintenance agreement with MSD for ongoing maintenance of the green roof. Mr. Stock stated that MSD will hold the owner accountable for the continued maintenance of the roof.

Mr. Potashnick asked about the maintenance costs of the green roof. Mr. Stock stated that the annual cost is typically the irrigation cost.

Mr. Stock explained that the bio-retention basins will also have native plantings that will need to be maintained. Mr. Walker stated that the roof will consist of a tray system filled with a specific mix of plant materials that grow extremely slowly. He explained that a drip system will be installed for dry seasons, and that there is almost no maintenance. He also explained that the plants are selected to withstand all seasons.

Mr. Wang asked if the green roof will be visible at any point. Mr. Walker stated that if you are at a higher elevation; you will be able to see the roof. He stated that it will look similar to an herb garden.



**DRAFT MINUTES
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

Mr. Potashnick asked if all the landscaping will be irrigated. Ms. Moore confirmed that it will.

Mr. Stock presented photos of the green roof to the Commission.

Mr. Potashnick had concerns regarding the elevations of the building. Ms. Moore stated that staff would suggest adding higher windows to the side of the building, plane breaks, and incorporating more stone materials. Mr. Walker stated that Lexus typically only places stone on the front of the building and that Lexus is proposing adding stone to the side of the building in this case. He stated that he does not believe there will be any issues adding windows to the side of the building.

Mr. Lumley suggested that the commission address specific concerns that the applicant can present to City Council. Mr. Jaggi stated that staff would like to see stone elements brought up higher on the building, higher windows added to the service bay area, and plane changes, if possible. Mr. Walker stated that changing the plane may create issues with the floor plan of the proposed building.

Mr. Potashnick asked if staff is comfortable with the proposed use in the 39 North district. Mr. Jaggi stated that staff is comfortable with the use but suggests lowering the amount of parking proposed.

Mr. Stock stated that the applicant has asked for additional parking spaces, projecting an increase in required spaces by Lexus. He stated that the applicant is comfortable reducing some parking. Mr. Jaggi suggested setting a maximum site coverage percentage, rather than setting a specific number of parking spaces.

Ms. Richter asked how many spaces are at the current location. Mr. Stock stated that there is currently a parking garage on site, which is likely more than the proposed.

Mr. Potashnick asked for clarification on staff's suggestions for landscaping. Mr. Jaggi stated that staff would suggest adding additional enhancements to be reviewed by staff.

Mr. Lumley offered the exhibits to the record.

Mr. Wang closed the public hearing.



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300 NORTH NEW BALLAS RD
DECEMBER 4, 2023
6:00 PM**

Mr. Potashnick made a motion to approve the boundary adjustment subject to the conditions outlined in the staff report. Ms. Richter seconded. All in favor.

RESULT: Approve
MOVER: Potashnick
SECONDER: Richter
AYES: AJ Wang, Thomas Buelter, Muriel Hall, Larry Potashnick, Marjorie Richter
NAYS: None

Mr. Potashnick made a motion to recommend approval of the conditional use permit with associated site development plan as outlined in the staff report with the added conditions that the applicant will work with staff on the exterior elevation plan and landscaping plans. Ms. Richter seconded. All in favor.

RESULT: Approve
MOVER: Potashnick
SECONDER: Richter
AYES: AJ Wang, Thomas Buelter, Muriel Hall, Larry Potashnick, Marjorie Richter
NAYS: None

NEW BUSINESS

None

WORK AGENDA

None

PENDING APPLICATIONS

DEPARTMENT REPORTS

Mr. Jaggi stated that the next meeting will be December 18th for the last meeting of the year. Ms. Moore stated there will be 3 items on the next agenda for consideration. Mr. Jaggi stated these will include the Duever Estates final plat, Taziki's conditional use permit, and a boundary adjustment.



**DRAFT MINUTES
CITY OF CREVE COEUR
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300 NORTH NEW BALLAS RD
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ADJOURNMENT

Mr. Potashnick made a motion to adjourn. Mr. Buelter seconded. All in favor.

The meeting adjourned at 7:20 PM.

Submitted by:

Recording Secretary

Chair



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #23-038: CONDITIONAL USE PERMIT FOR 2,594 SQUARE FOOT TAZIKI'S MEDITERRANEAN CAFE FULL-SERVICE RESTAURANT LOCATED AT 12704 OLIVE BOULEVARD WITHIN BELLERIVE PLAZA

FOR THE MEETING OF: **Monday, December 18, 2023, 6:00 PM.**

LOCATION: 12704 Olive Boulevard (see attached map). Zoned GC General Commercial District.

REQUEST: Scott Bonner, of Taziki's Mediterranean Cafe, has submitted an application for a conditional use permit to allow Taziki's Mediterranean Cafe to occupy the 2,615 square foot suite 12704 in the Bellerive Plaza shopping center with approx. 85 indoor seats at 12704 Olive Boulevard in Creve Coeur, MO 63141. NAICS 722511 Full-Service Restaurants require a conditional use permit with review by the Planning and Zoning Commission and approval of an ordinance by the City Council.

ADDITIONAL INFORMATION:

The previous restaurant at this location, Crazy Bowls and Wraps, was operating without a Conditional Use Permit because it was in operation when the shopping center was incorporated into the City of Creve of Coeur and was allowed to continue to operate per Section 405.210 of the Zoning Code.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?

Creve Coeur 2030 Plan References

- MU-Mixed Use District

Zoning Code References

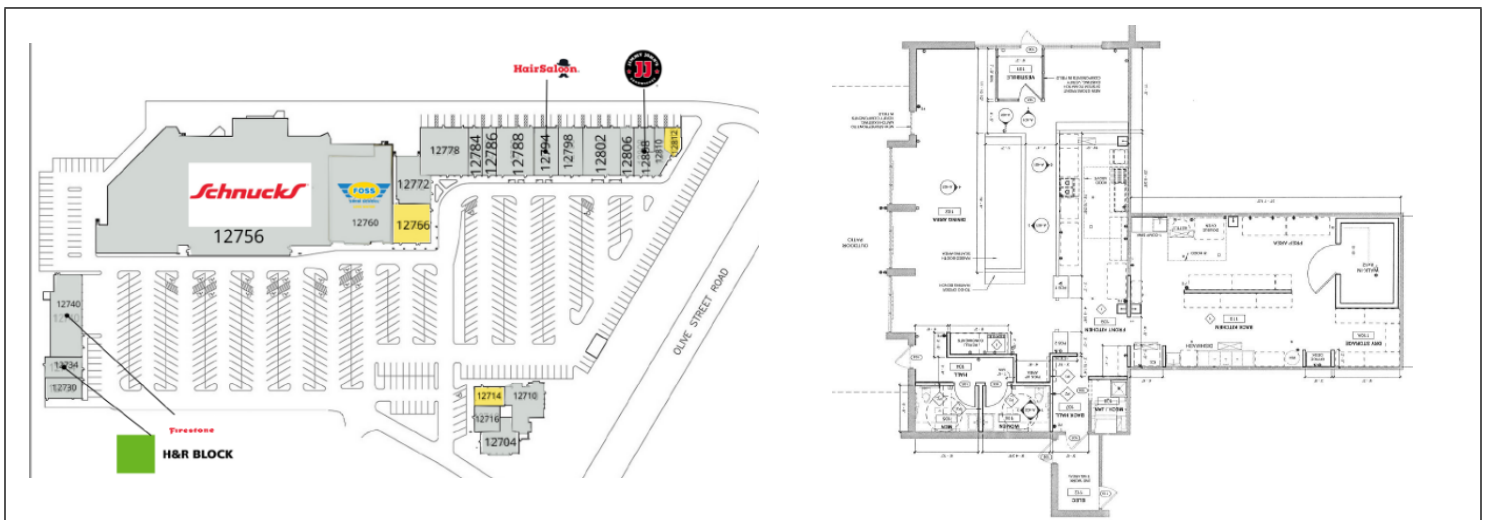
- Section 405.360: GC-General Commercial District
- Section 405.470: Conditional Use Permit
- Section 405.820: Required Off-Street Parking Spaces

APPLICANT:

Scott Bonner
Taziki's Mediterranean Cafe
3009 Pumphouse Road, Ste 200
Vestavia Hills, AL 35243

PROPERTY OWNER:

Toby Rumbarger
Taziki's Mediterranean Cafe
3009 Pumphouse Road, Ste 200
Vestavia Hills, AL 35243



REPORT PREPARED BY: Bethany Moore, City Planner

DATE: 12/12/2023

ATTACHMENTS: Applicant's Materials received November 6, 2023
Draft Ordinance

BACKGROUND:

Bellerive Plaza shopping center, located south of Olive Boulevard and west of Mason Road, was approved and constructed in 1980 in compliance with St. Louis County zoning regulations. The property was annexed by the City of Creve Coeur in 1996, and subsequently zoned "GC" General Commercial. The center consists of three buildings, housing approximately 22 tenant spaces, including the anchor of a Schnucks Supermarket, and totals 115,232 square feet. Bellerive Plaza currently has 19 tenants and three retail vacancies. The overall development is legally pre-existing, with non-conforming site coverage. The existing uses at the time of incorporation are allowed to continue as if approved per Section 405.210 (A)(2) which states:

2. Conditional uses. No conditional use, as designated within this Chapter, shall hereafter be established unless such use has been approved pursuant to the provisions of Section 405.470. Any existing use which was a permitted use prior to the adoption of this Chapter, and which is designated as a conditional use by this Chapter may continue as if it were approved as a conditional use.

The previous tenant, Crazy Bowls and Wraps, had been operating in the 2,594 square foot space for at least two decades and its use most likely predated the annexation of the shopping center into Creve Coeur. There is no Conditional Use Permit on file with the City for a restaurant use at this location. The new tenant, Taziki's Mediterranean Café, therefore, must seek a CUP for a full-service restaurant use.

PROJECT DESCRIPTION

The Applicant is seeking approval for a Conditional Use Permit to operate a Full-Service Restaurant (NAICS 72211), Taziki's Mediterranean Café in the former Crazy Bowls and Wraps' location within an outbuilding of Bellerive Plaza shopping center. Taziki's is a dine in and take out fast casual chain offering Greek and Mediterranean fare such as gyros, sandwiches, soups and salads. The applicant does not plan to make any exterior changes to the location. The applicant is proposing 85 indoor seats. The tenant space includes a patio for additional outdoor seating and these outdoor seats are not required to be included in the parking calculation for this use. The restaurant's gross floor area is 2,594 square feet. The restaurant will operate from 11:00 AM to 9:00 PM Monday-Saturday and 11:00 AM to 8:00 PM on Sundays. There will be 9 employees during the busiest hours of operation.

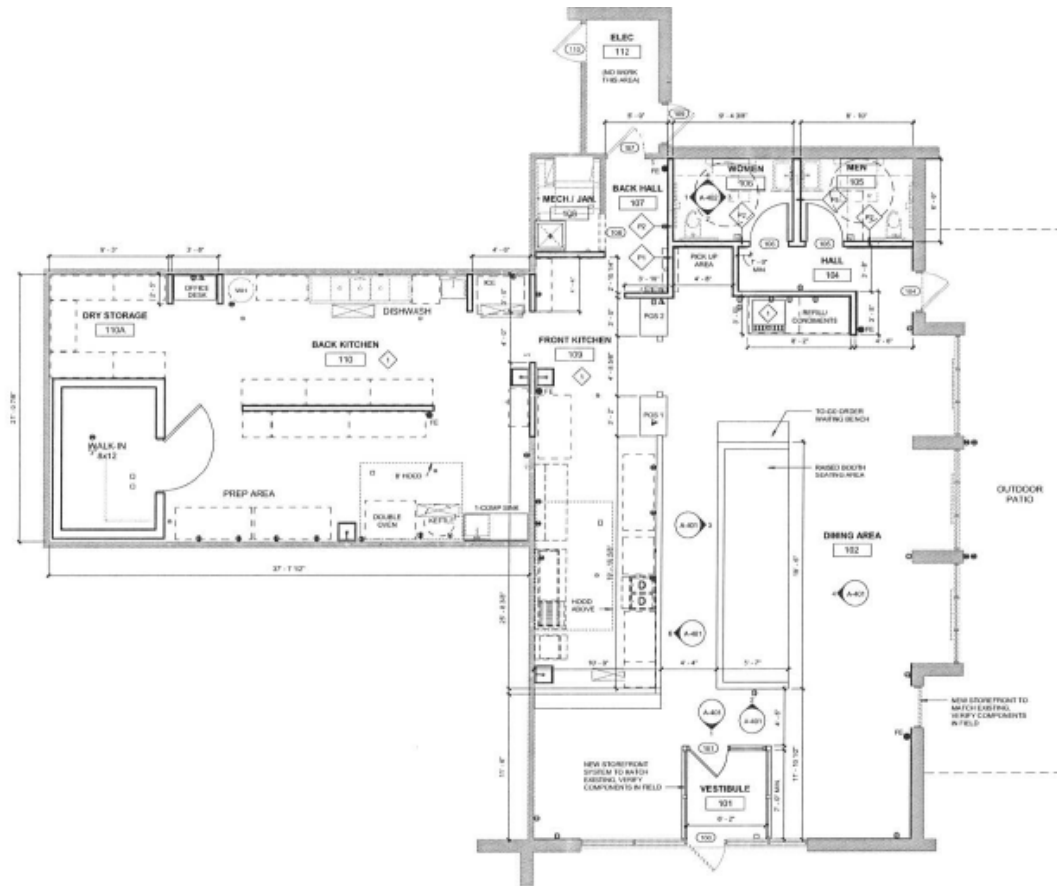


Figure 1: Taziki's Interior Floor Plan

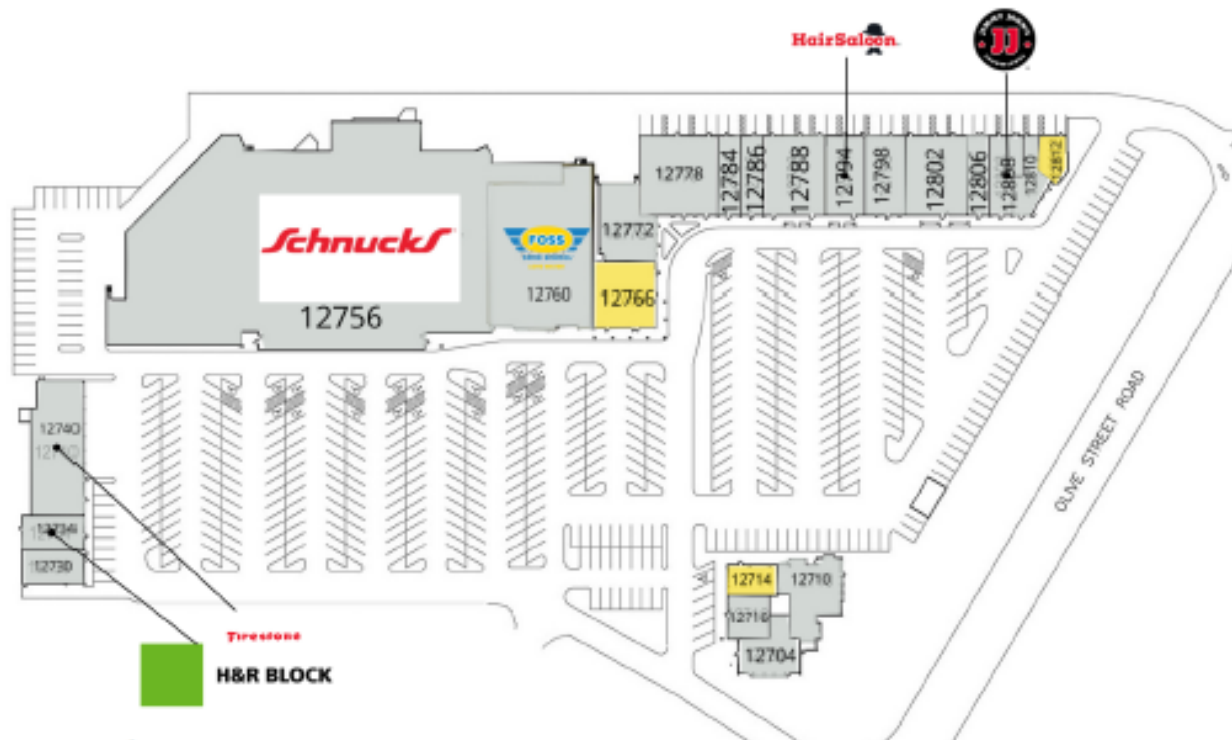


Figure 2: Taziki's Location within Bellerive Plaza.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	Unincorporated St. Louis County	Olive Boulevard
South	Office	PO-Planned Office	N/A
East	Bank	GC-General Commercial	Bellerive Plaza
West	Residential	AR-Attached Single-Family Residential	N/A

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan

The *Creve Coeur 2030 Plan* includes the overall goal for Placemaking & Community Identity by creating mixed-use, walkable districts (p. 45), and the long-term Economic Growth & Community Services goal of providing community services, amenities, and experiences necessary to leverage and capture the changing consumer preferences for more lifestyle centers (p. 47). The subject property is located within the West Olive Corridor Mixed-use District (MU) Place type that has a vision to create a visually distinctive and regionally recognized commercial corridor that improves walkable and bikeable access to retail and service businesses for the “day-to-day” use of Creve Coeur’s residents and workers. The MU Place type supports the development of a variety of medium-density commercial, retail, office, institutional, dining, community services, and multi-family residential within a suburban context. These land uses are supported primarily through vehicular access with improved walkability, pedestrian connections to adjacent neighborhoods, and beautifully landscaped street frontages. (p. 82). The applicant is replacing a previous restaurant use with a restaurant use in the space within a retail building in Bellerive Plaza. The proposal is in line with the recommendations of the Comprehensive Plan’s vision for West Olive to promote plentiful outdoor public dining amenities with a beautifully landscaped primary street frontage (p.86). Therefore, the use within the Plaza is consistent with the Comprehensive Plan as much as this proposal can be.

ZONING REVIEW

NAICS 722511 Full-Service Restaurants are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission in all of the commercial districts of the City. The entire Bellerive Plaza complex is 11.13 acres with approximately 115,252 square feet of retail space. The proposal is for 2,594 square feet thus representing roughly 2.3% of the complex’s square footage.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5)(a) Required Off-Street Parking Spaces requires one (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area. Outdoor seating is no longer taken into account for parking requirements. Multi-tenant retail shopping centers designed for restaurant, retail uses, and personal service establishments may combine the total parking spaces for each use, less a fifteen percent (15%) reduction in the total number of parking spaces required, per Section 405.820(B)(1).

The proposed use is a full-service restaurant, serving both dine-in and carryout customers with a proposed seat count of 85 indoor seats. There is also a patio that will accommodate outdoor seating. The majority of the other existing restaurant spaces do not have Conditional Use Permits as the tenant space was occupied as a restaurant use before Bellerive Plaza was incorporated into the City of Creve Coeur in 1995 and per Section 405.210 (A)(2) were able to continue operating as if they had one. Due to these pre-existing conditions, seating counts for the restaurants to determine required parking for each use is not

documented. Staff relied on estimates provided by each restaurant for the parking table. All of the required parking for each use minus the 15% reduction for shopping centers means that 466 parking spaces are required for this site. When the 466 parking spots required are subtracted from the 527 parking spots on site, there are 61 parking spaces left over in surplus. The parking lot is in good condition and the on-site parking meets the Zoning Code requirements.

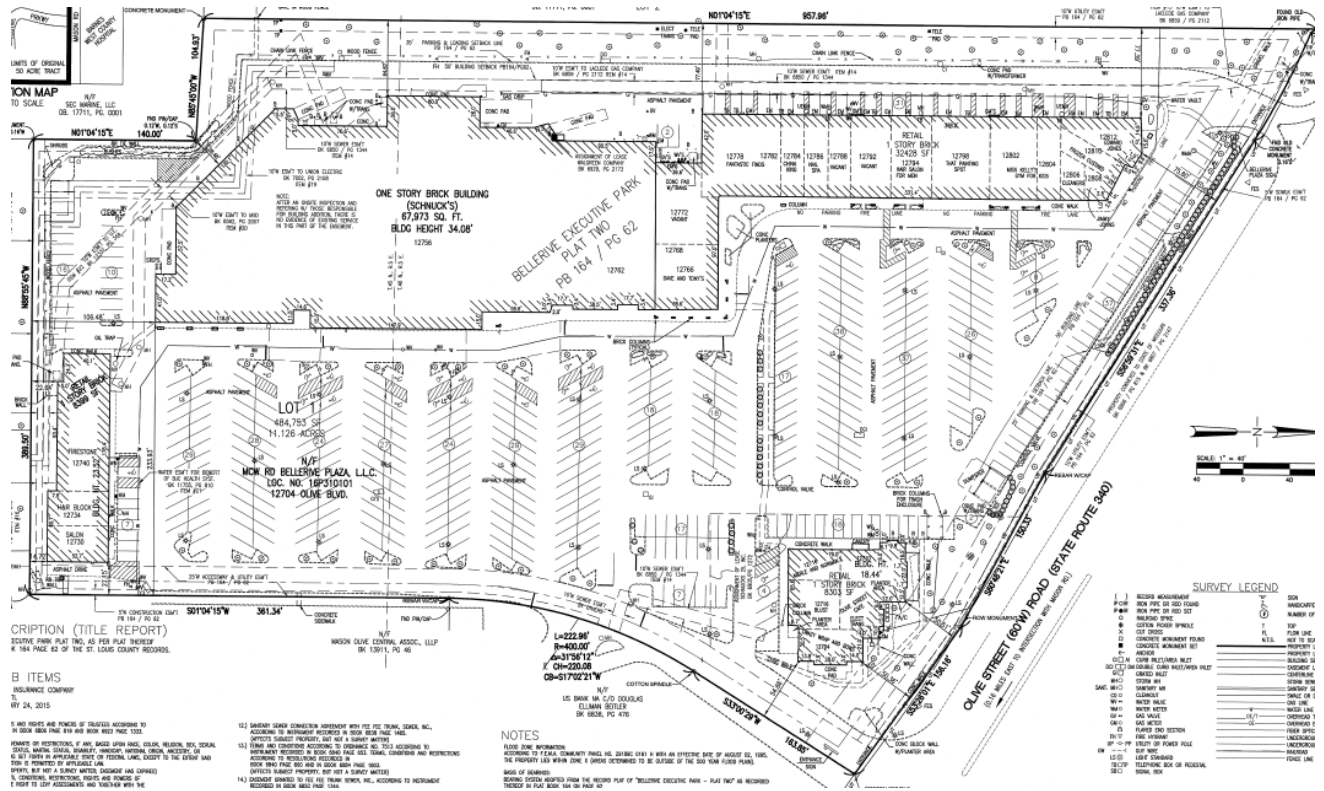


Figure 6: Parking for Bellerive Plaza showing 527 spaces.

Below is the current parking table for the entire center based on existing uses and seating estimates for restaurant uses:

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
12704 – Taziki's Mediterranean Cafe	Restaurant (85 indoor seats)	2,615	1/3 seats in CUP, + 1/250 sq. ft..	40
12710 – Timothy's Restaurant	Restaurant (72 indoor seats)	3,049	1/3 seats in C.U.P. + 1/250 sq. ft..	37
12714 – Vacant	General Retail	1,215	4/1000 sq. ft.	5
12716 – Blust's Jewelry	Jewelry Store	1,290	4/1000 sq. ft.	5
12730 – EarthWise Pet Supply	Pet and Pet Supplies Stores	1,500	4/1000 sq. ft.	6
12734 – H&R Block	Tax Preparation Services	1,500	4/1000 sq. ft.	6
12740 – Firestone Tire	General Automotive Repair	4,230	1/300 sq. ft. + 1/service bay	21
12756 – Schnucks	Super Markets and Other Grocery (Except Convenience) Stores	56,747	4/1000 sq. ft	228

12760-Foss Swim School	Swim School	11,238	1/200 sq. ft.	56
12766 – Vacant	General Retail	3,154	4/1000 sq. ft.	16
12772 – Yarncom	General Retail	2,950	4/1000 sq. ft.	12
12778 – Fantastic Finds	Used Merchandise Store	4,877	4/1000 sq. ft.	20
12784 – China King*	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12786 – Nail Spa	Services – Nail Salon	1,470	4/1000 sq. ft.	6
12788 – Elite Physical Therapy	Offices of Physical, Occupational and Speech Therapists and Audiologists	3,780	4/1000 sq. ft.	16
12794 – Hair Saloon for Men	Barber Shop	2,450	4/1000 sq. ft.	10
12798 – That Painting Spot	General Retail	2,491	4/1000 sq. ft.	10
12802 – Miss Kelly's Gym	Fitness and Recreational Sports Centers	3,816	1/150 sq. ft.	26
12806 – Gateway Coffee	Restaurant < 16 seats	1,400	4/1000 sq. ft.	6
12808 – Jimmy John's*	Restaurant < 16 seats	1,730	4/1000 sq. ft.	7
12810 – Silky's*	Restaurant < 16 seats	1,435	4/1000 sq. ft.	6
12812 – Edward Jones	Investment Advice	960	4/1000 sq. ft.	4
Sub-total:				549
Minus 15% Reduction				83
Total # of Parking Spaces Required:				466
Total Available On-site:				527
Excess Parking:				61

*Denotes restaurant locations where seating count was provided by the restaurant to staff as no Conditional Use Permit for the locations are existing.

OTHER REVIEW ITEMS

Trash for the restaurant will utilize the existing dumpster located beside the building. The dumpster enclosure is in good repair.

RECOMMENDED CONDITIONS FOR APPROVAL

Based on the above analysis, the request for a conditional use permit appears to meet all of the requirements of the Zoning Ordinances and is not inconsistent with the goals and objectives of the Comprehensive Plan. If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions. The following conditions of approval are proposed by staff:

1. The Conditional Use Permit shall be for the operation of an approximately 2,615 square foot Full Service Restaurant establishment, NAICS 722511, at 12704 Olive Boulevard, within Bellerive Plaza.
2. Maximum seating permitted is limited to 85 indoor seats. The Zoning Administrator may authorize additional indoor or outdoor seating, based upon a complete review of the parking for Bellerive Plaza to ensure zoning code compliance.

3. Hours of operation shall be 11:00 AM to 9:00 PM Monday-Saturday and 11:00 AM to 8:00 PM on Sundays. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee vehicles, delivery and company vehicles shall not be parked in front of the buildings and shall be parked as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. A building permit in substantial conformance with the submitted plans as part of Application #23-038 shall be submitted for review for the interior buildout.
7. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
10. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

The following is an example of an appropriate motion for this application:

"I move to recommend approval of a Conditional Use Permit for Taziki's Mediterranean Cafe located at 12718 Olive Boulevard, within Bellerive Plaza, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of December 18, 2023" (conditions may be added, eliminated, or modified by preceding motion).

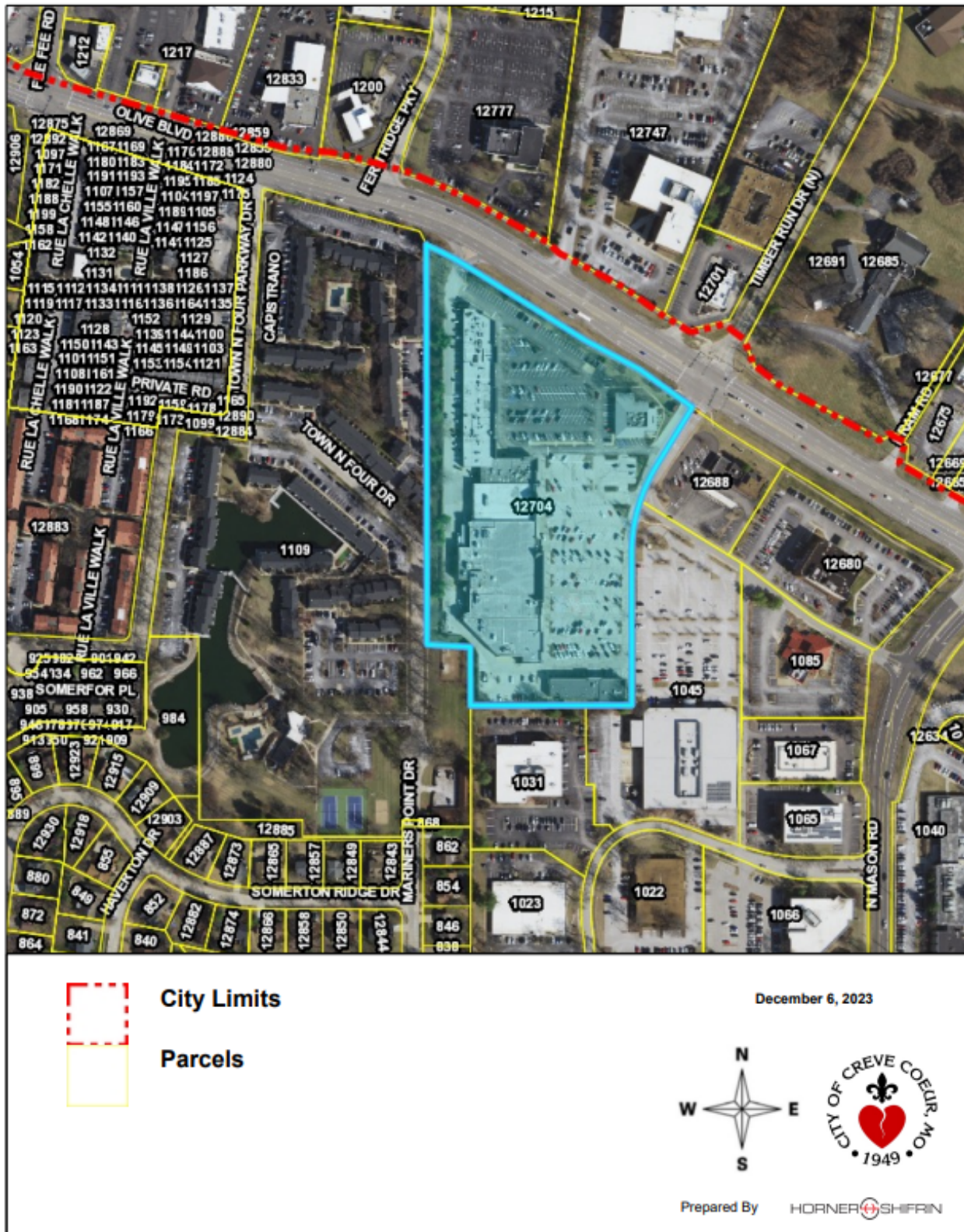
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 12/13/2023



Description:
Patio area for
outdoor seating



Description:
Existing
storefront

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 2,594 SQUARE-FOOT FULL-SERVICE RESTURANT, FOR
TAZIKI'S MEDITERRANEAN CAFE, LOCATED AT 12704 OLIVE BOULEVARD,
WITHIN THE BELLERIVE PLAZA COMPLEX**

WHEREAS, under Section 405.360(C), all eating and drinking places in the "GC" General Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Scott Bonner, of Taziki's Mediterranean, submitted an application for a new conditional use permit for a 2,594 square foot restaurant, Taziki's, with 85 indoor seats, at 12704 Olive Boulevard, within the Bellerive Plaza complex; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 18, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a ____ vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on December 18, 2023; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Complies with all applicable provisions of the Zoning Ordinance Chapter 405 including but not limited to environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of that Chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the welfare and convenience of the community at the location.
3. Will not cause substantial injury to the value of neighboring property.
4. Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans.
5. Will provide erosion control and on-site stormwater detention in accordance with the standards contained in Chapter 405.

BILL NO. _____

ORDINANCE NO. _____

6. Will be compatible with the character of the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a restaurant located at 12704 Olive Boulevard, in the “GC” General Commercial zoning district, within the Bellerive Plaza complex, whose legal description is as follows:

LOT 1 OF “BELLERIVE EXECUTIVE PARK PLAT TWO” IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN. CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST LOUIS COUNTY RECORDS.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of an approximately 2,615 square foot Full Service Restaurant establishment, NAICS 722511, at 12704 Olive Boulevard, within Bellerive Plaza.
2. Maximum seating permitted is limited to 85 indoor seats. The Zoning Administrator may authorize additional indoor or outdoor seating, based upon a complete review of the parking for Bellerive Plaza to ensure zoning code compliance.
3. Hours of operation shall be 11:00 AM to 9:00 PM Monday-Saturday and 11:00 AM to 8:00 PM on Sundays. Additional business hours may be permitted with the Zoning Administrator’s approval including, but not limited to, the catering of special events.
4. Employee vehicles, delivery and company vehicles shall not be parked in front of the buildings and shall be parked as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code and require permit approval.
6. A building permit in substantial conformance with the submitted plans as part of Application #23-038 shall be submitted for review for the interior buildout.
7. Any future enlargement, extension, expansion, or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained, and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for

BILL NO. _____

ORDINANCE NO. _____

such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT
HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



City
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road, Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

File # _____

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Name <u>Scott Boone</u>	Name <u>Toby Rumbarger</u>
Company (if Applicable) <u>Taziki's mediterranean bnb</u>	Company (if Applicable) <u></u>
Address <u>3009 Pumphouse Road, Suite 200</u>	Address <u>3009 Pumphouse Road, Suite 100</u>
Address <u>Vestavia, AL 35243</u>	Address <u>Vestavia, AL 35243</u>
Telephone # <u>314 422-2766</u>	Telephone # <u>205-529-8476</u>
Fax # <u></u>	Fax # <u></u>
Email: <u>Sboone@tazikis.com</u>	Email: <u>toby@badnurgroup.com</u>
Applicant's Signature	Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
Address <u>12718 Olive Blvd</u>	Name <u>Loren Strobl</u>
Address <u>Creve Coeur</u>	Company (if Applicable) <u>USR Desco Bellerive Plaza % The Desco Group</u>
Development Name (if any) <u>Bellerive Plaza</u>	Address <u>25 N. Brentwood Blvd</u>
Current Zoning <u>GC - General Commercial District</u>	Address <u>St. Louis, MO 63105</u>
Prior CUP Approvals (if known) <u>Crazy Bawls & Wraps</u>	Telephone # <u>314-994-4090</u>
	Fax # <u>-</u>
	Email: <u>lstrobl@Desco group.com</u>
	Owner's Signature <u>Mark S. Rumbarger</u> VP.

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Mediterranean restaurant for
dine in, take out.

Gross Floor Area – Existing and Proposed: 2594 sq ft

Number of Seats (for restaurant only): 85 occupants

Number of Employees at the busiest shift: 9 employees

Hours of Operation: 11am to 9pm - Mon - Sat. 11am to 8pm Sunday.

Current or Most Recent Use of the Property: Crazy Bawls & Wraps Restaurant

Will the applicant apply for a liquor license: Yes ☒ No ☐

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

Submittal Checklist

☐ Rationale	☐ Building elevations for new construction
☐ Site plan	☐ Photographs of existing structures
☐ Access and parking plan; (may be shown on site plan)	☐ Materials samples
☐ Landscape plan	☐ Legal Description in Word format
☐ Floor plan	☐ Fees: \$250 (non-refundable)
☐ Electronic copies of all materials	☐ \$2000 (refundable deposit)
	☐ Other items as requested by staff

Preferred Public Hearing Date: Monday, _____, 20____.

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

____ All Sections Complete
____ All Documents, incl. e-Copies
____ Fees Paid

Received By: _____
Date: _____

Revised: 7/22



November 3, 2023

Taz St. Louis, LLC
3009 Pump House Road, Suite 200
Birmingham, AL 35243

City of Creve Coeur
Planning and Zoning Commission
City Hall
300 N. New Ballas Road
Creve Coeur, MO 63141

RE: Petition for a Conditional Use Permit for Taziki's Mediterranean Cafe Restaurant at
12718 Olive Blvd, Creve Coeur, Bellerive Plaza

Dear Members of the City of Creve Coeur Planning and Zoning Commission,

I am writing to formally request a Conditional Use Permit (CUP) for the operation of a Taziki's Mediterranean Cafe Restaurant at 1271B Olive Blvd, Creve Coeur, Bellerive Plaza. The previous tenant at this location was a restaurant, and we believe that granting this permit is in line with the spirit and purpose of the area's zoning regulations.

Taziki's Mediterranean Cafe is a well-established and respected restaurant chain that offers a unique and healthy dining experience. We are excited to bring our brand to Creve Coeur, and we are committed to complying with all local regulations and guidelines. We have reviewed the zoning requirements for this location and believe that our establishment will be a valuable addition to the community.

Following are some key points in favor of granting the Conditional Use Permit for Taziki's Mediterranean Cafe at 12718 Olive Blvd:

Previous Restaurant Usage: As mentioned, the space was previously occupied by a restaurant. Our proposed use as a Mediterranean cafe aligns with the previous use, and we intend to maintain and enhance the ambiance and services offered.

High Quality and Unique Dining Experience: Taziki's Mediterranean Cafe is known for its high-quality Mediterranean cuisine, fresh ingredients, and a welcoming atmosphere. Our establishment will provide residents with a unique dining option in the area.

Economic Contribution: Our restaurant will contribute to the local economy by creating jobs, generating tax revenue, and attracting visitors to Bellerive Plaza.

Compliance with Zoning Regulations: We are committed to adhering to all zoning regulations and requirements, and we have reviewed the necessary zoning codes to ensure full compliance.

Community Engagement: We are enthusiastic about becoming part of the Creve Coeur community. We are committed to engaging with the community, participating in local events, and supporting local initiatives.

We kindly request the City of Creve Coeur Planning and Zoning Commission to consider our application for a Conditional Use Permit favorably, as we are confident that our presence in Bellerive Plaza will be a positive addition to the community. We understand and respect the importance of adhering to zoning regulations and are prepared to fulfill all the necessary requirements.

If you require any additional information or have any questions, please do not hesitate to contact me at bmagruder@tazikis.com or 205-547-3630.

Thank you for your time and consideration. We look forward to the opportunity to bring Taziki's Mediterranean Cafe to the community and contribute to the growth and vibrancy of Creve Coeur.

Sincerely,



Billy Magruder
Chief Financial Officer

This petition was acknowledged before me on this 3rd day of November 2023.



MELLANIE SOSNOWCHIK
Notary Public
ALABAMA STATE AT LARGE
My Commission Expires April 19, 2025



Signature of Notary

Commissioned in ~~Jefferson County~~, AL.

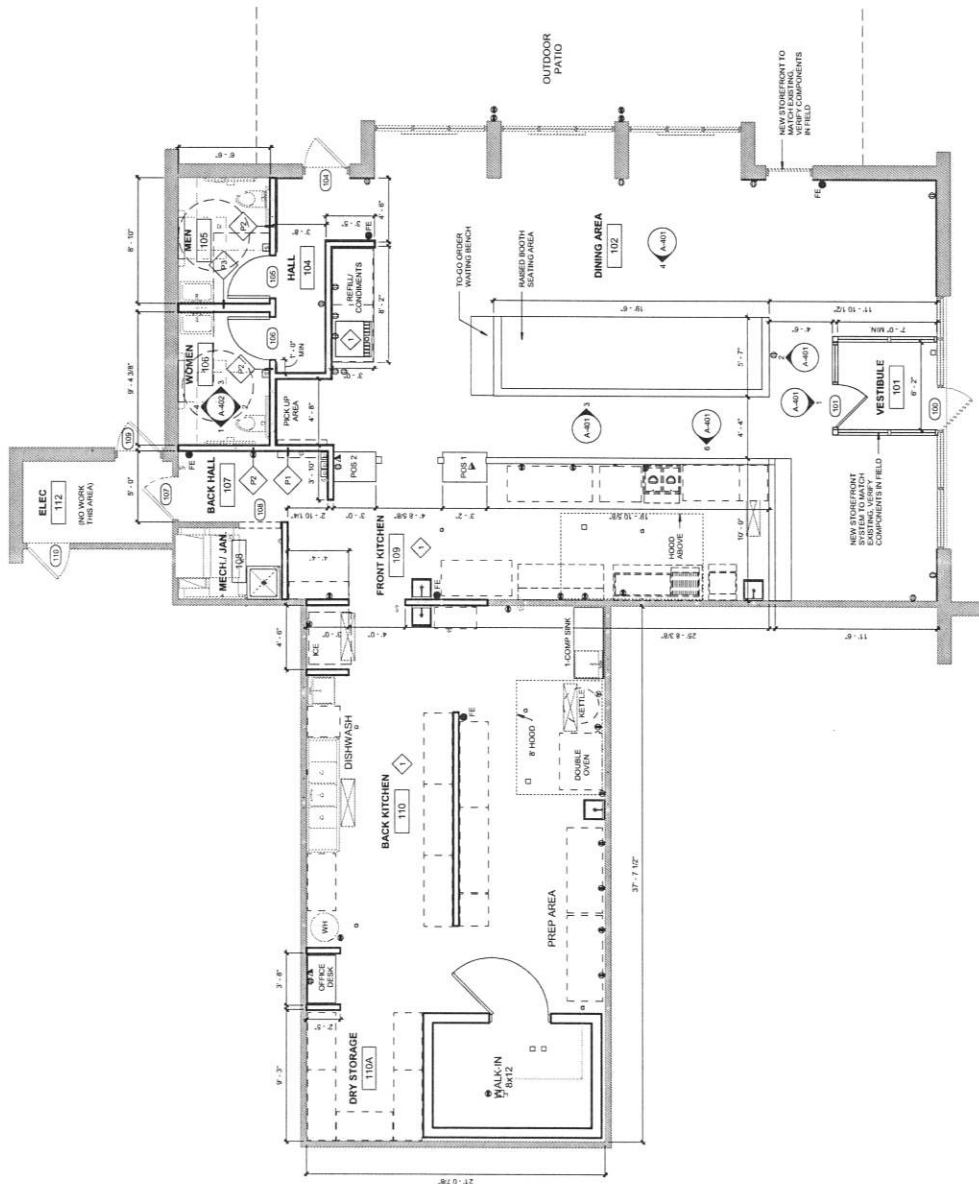
Shelby Co.

GENERAL NOTES - FLOOR PLANS

1. ALL NEW WORK SHALL MEET ALL APPLICABLE CODE AND ORDINANCE REQUIREMENTS. SEE COVER SHEET FOR APPLICABLE CODES.
2. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN PROJECT DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION. DIMENSIONAL CHANGES SHOULD BE PART OF THE PROJECT COST.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. DOORS, TOILETS, ETC.
5. CONSTRUCTION TEAM MEMBERS SHALL INDIVIDUALLY FAMILIARIZE THEMSELVES WITH ALL EXISTING AND PROPOSED CONDITIONS PRIOR TO THE NEW WORK PRIOR TO BEING. NO CHANGES IN THE CONTRACT SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE EXISTING CONDITIONS AND FOR THE PROJECT DOCUMENTS.
6. TO THE MAXIMUM EXTENT POSSIBLE, THE NEW WORK SHALL BE ADDED TO THE EXISTING STRUCTURE. THE NEW WORK SHALL NOT BE ADDED TO THE EXISTING STRUCTURE TO THE MAXIMUM EXTENT POSSIBLE.
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LEGEND - FLOOR PLANS

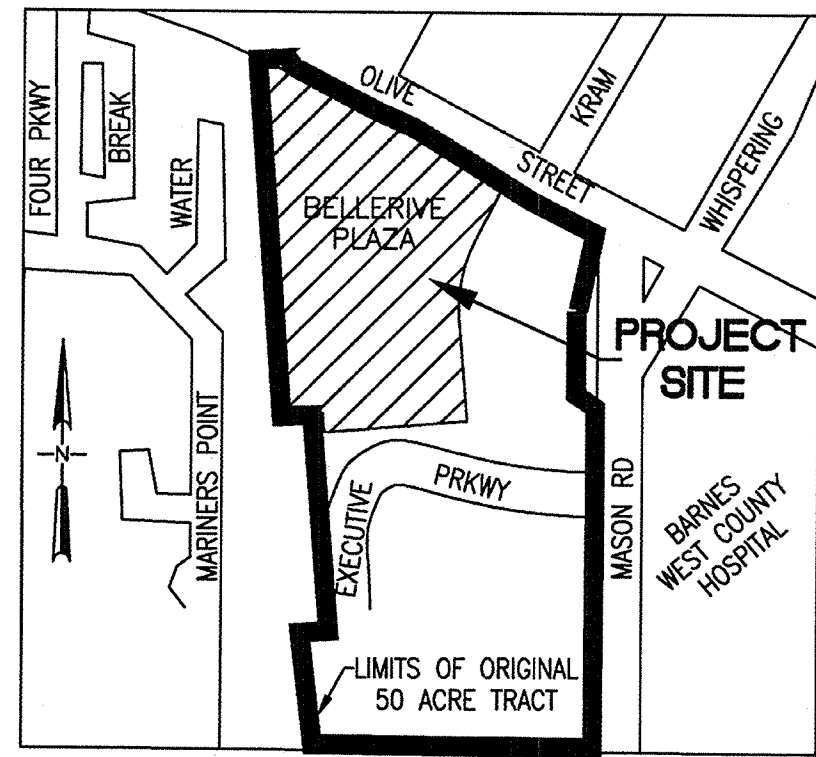
- NEW CONSTRUCTION
- EXISTING CONSTRUCTION
- NEW DOOR AND FRAME
- EXISTING DOOR AND FRAME TO REMAIN
- NEW WINDOW



1 FIRST FLOOR PLAN - NEW WORK
A-101 1/4" = 1'-0"

ALTA/ACSM LAND TITLE SURVEY

LOT 1 OF "BELLERIVE EXECUTIVE PARK PLAT TWO"
IN U.S. SURVEY 1923 TOWNSHIP 45 AND 46 NORTH, RANGE 5 EAST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



LOCATION MAP
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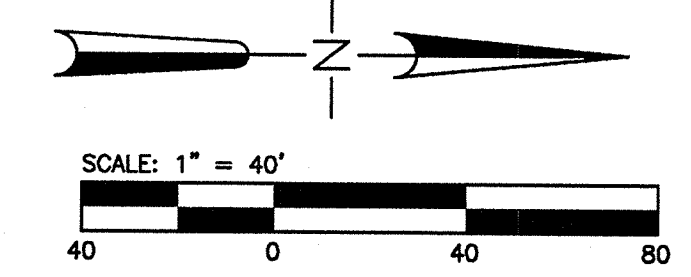
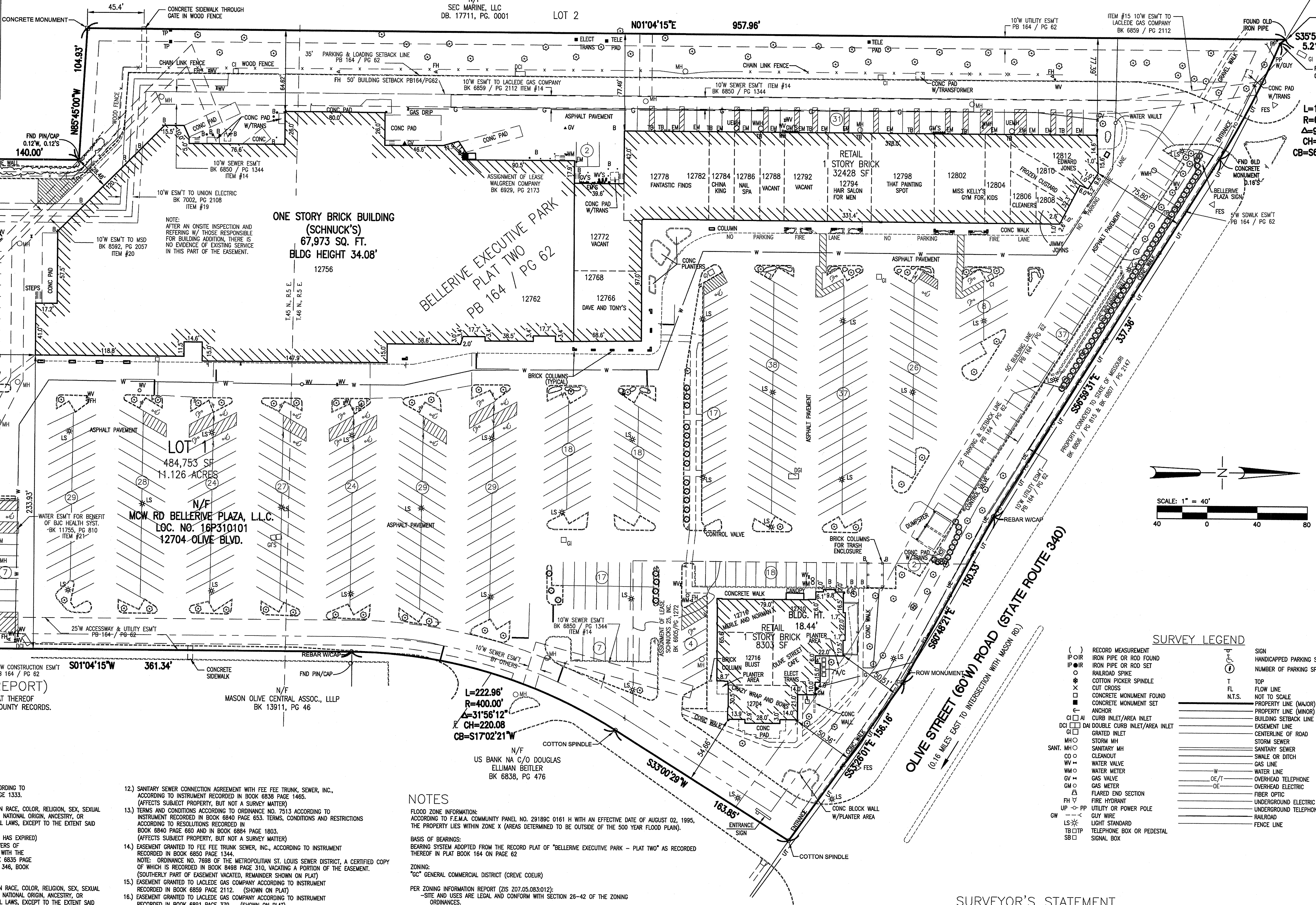
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SURVEY LEGEND	
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IP OR	IRON PIPE OR ROD SET
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CUT CROSS	CUT CROSS
CONCRETE MONUMENT FOUND	CONCRETE MONUMENT FOUND
CONCRETE MONUMENT SET	CONCRETE MONUMENT SET
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GRATED INLET	GRATED INLET
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SANITARY MH	SANITARY MH
SWALE OR DITCH	SWALE OR DITCH
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WATER METER	WATER METER
GAS VALVE	GAS VALVE
GAS METER	GAS METER
FLARED END SECTION	FLARED END SECTION
FIRE HYDRANT	FIRE HYDRANT
UTILITY OR POWER POLE	UTILITY OR POWER POLE
GUY WIRE	GUY WIRE
LIGHT STANDARD	LIGHT STANDARD
TELEPHONE BOX OR PEDESTAL	TELEPHONE BOX OR PEDESTAL
SIGNAL BOX	SIGNAL BOX
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○	HANDICAPPED PARKING SPACE
○	NUMBER OF PARKING SPOTS
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FL	FLOW LINE
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○	PROPERTY LINE (MINOR)
○	BUILDING SETBACK LINE
○	EASEMENT LINE
○	CENTERLINE OF ROAD
○	STORM SEWER
○	SANITARY SEWER
○	SWALE OR DITCH
○	GAS LINE
○	WATER LINE
○	OVERHEAD TELEPHONE
○	OVERHEAD ELECTRIC
○	FIBER OPTIC
○	UNDERGROUND ELECTRIC
○	UNDERGROUND TELEPHONE
○	RAILROAD
○	FENCE LINE

NOTES

FLOOD ZONE INFORMATION:
ACCORDING TO F.E.M.A. COMMUNITY PANEL NO. 29189C 0161 H WITH AN EFFECTIVE DATE OF AUGUST 02, 1995,
THE PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN).

BASIS OF BEARINGS:
BEARING SYSTEM ADOPTED FROM THE RECORD PLAT OF "BELLERIVE EXECUTIVE PARK - PLAT TWO" AS RECORDED
THEREOF IN PLAT BOOK 164 ON PAGE 62

ZONING:
"GC" GENERAL COMMERCIAL DISTRICT (CREVE COEUR)

PER ZONING INFORMATION REPORT (ZIS 207.05.083.012):
- SITE AND USES ARE LEGAL AND CONFORM WITH SECTION 28-42 OF THE ZONING ORDINANCES.
- A VARIANCE WAS ISSUED ALLOWING UP TO 45 PARKING SPACES FOR AN EATING AND DRINKING ESTABLISHMENT.

MINIMUM LOT SIZE 21,780 S.F.
MAXIMUM HEIGHT 3 STORIES OR 45 FEET

SETBACKS:
FRONT 50 FEET
REAR 15 FEET
SIDE 15 FEET (ABUTTING WEST PROPERTY LINE)
12 FEET (ABUTTING EAST PROPERTY LINE)

PARKING SPACES:
503 SPACES (REGULAR)
24 SPACES (HANDICAP)
527 SPACES

CEMETERIES:
NO OBSERVABLE EVIDENCE OF ANY PRE-EXISTING CEMETERIES

SURVEYOR'S STATEMENT

TO: USR-DESCO BELLERIVE PLAZA, LLC F/K/A MCW-RD BELLERIVE PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER)(CLIENT)
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS (LENDER)
FIDELITY NATIONAL TITLE INSURANCE COMPANY (TITLE INSURANCE COMPANY)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011
MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS
AND INCLUDES ITEMS 1, 2, 3, 4, 6(B), 7A, 7(B)(1), 7(C), 8, 9, 10(A), 11(B), 13, 14, 16, 17, 18, 19, 20(A), AND 21 OF TABLE A
THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 24, 2015.

6-10-15
DATE
CHRISTINE M. BEASLEY
MISSOURI ARCHITECTURAL
CORPORATION CERTIFICATE LIC. NO. 000216
MISSOURI PROFESSIONAL ENGINEERING
CORPORATION CERTIFICATE LIC. NO. 000255
MISSOURI PROFESSIONAL LAND SURVEY
CORPORATION CERTIFICATE LIC. NO. 000078

LEGAL DESCRIPTION (TITLE REPORT)
LOT 1 OF BELLERIVE EXECUTIVE PARK PLAT TWO, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 164 PAGE 62 OF THE ST. LOUIS COUNTY RECORDS.

SCHEDULE B ITEMS

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 402051L
EFFECTIVE DATE: FEBRUARY 24, 2015

8.) CONDITIONS, RESTRICTIONS AND RIGHTS AND POWERS OF TRUSTEES ACCORDING TO
INSTRUMENTS RECORDED IN BOOK 6806 PAGE 819 AND BOOK 6923 PAGE 1333.

BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL
ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR
SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT SAID
COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

9.) BUILDING LINES, EASEMENTS, CONDITIONS, RESTRICTIONS, RIGHTS AND POWERS OF
TRUSTEES, INCLUDING THE RIGHT TO LEVY ASSESSMENTS AND TOGETHER WITH THE
RIGHT TO REPURCHASE ACCORDING TO INSTRUMENTS RECORDED IN BOOK 6835 PAGE
121 AND IN BOOK 6835 PAGE 143 AND AMENDED IN BOOK 6838 PAGE 346, BOOK
6838 PAGE 347 AND IN BOOK 6851 PAGE 1182.

BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL
ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR
SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT SAID
COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

NOTE: BY INSTRUMENT RECORDED IN BOOK 6839 PAGE 2027, DESCO
INVESTMENT COMPANY HAS IMPOSED THE PROPERTY DESCRIBED IN SCHEDULE A
HEREOF TO LIMITED ENFORCEMENT RIGHTS OF THE ABOVE INDENTURES.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

10.) MAINTENANCE AGREEMENT FOR ROADWAYS ACCORDING TO INSTRUMENT RECORDED
IN BOOK 6838 PAGE 348. (AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

11.) AGREEMENT WITH FEE FEE TRUNK SEWER, INC., AS TO TREATMENT AND DISPOSAL OF
SANITARY SEWAGE WITH PROVISIONS FOR ASSESSMENTS, ACCORDING TO
INSTRUMENT RECORDED IN BOOK 6838 PAGE 1451.

(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)

- 12.) SANITARY SEWER CONNECTION AGREEMENT WITH FEE FEE TRUNK, SEWER, INC.,
ACCORDING TO INSTRUMENT RECORDED IN BOOK 6838 PAGE 1465.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)
- 13.) TERMS AND CONDITIONS ACCORDING TO ORDINANCE NO. 1513 ACCORDING TO
INSTRUMENT RECORDED IN BOOK 6840 PAGE 653. TERMS, CONDITIONS AND RESTRICTIONS
ACCORDING TO RESOLUTIONS RECORDED IN
BOOK 6840 PAGE 650 AND IN BOOK 6884 PAGE 1803.
(AFFECTS SUBJECT PROPERTY, BUT NOT A SURVEY MATTER)
- 14.) EASEMENT GRANTED TO FEE FEE TRUNK SEWER, INC., ACCORDING TO INSTRUMENT
RECORDED IN BOOK 6850 PAGE 1344.
NOTE: INSTRUMENTS RECORDED IN BOOK 6849 PAGE 310, VACATING A PORTION OF THE EASEMENT.
(SOUTHERLY PART OF EASEMENT VACATED, REMAINDER SHOWN ON PLAT)
- 15.) EASEMENT GRANTED TO LACLEDE GAS COMPANY ACCORDING TO INSTRUMENT
RECORDED IN BOOK 6859 PAGE 2112. (SHOWN ON PLAT)
- 16.) EASEMENT GRANTED TO LACLEDE GAS COMPANY ACCORDING TO INSTRUMENT
RECORDED IN BOOK 6891 PAGE 379. (SHOWN ON PLAT)
- 17.) TERMS AND PROVISIONS OF THE DEVELOPMENT PLAT RECORDED IN PLAT BOOK 172 PAGE 98 AND
PLAT BOOK 172 PAGE 99. (AFFECTS SUBJECT PROPERTY, TERMS AND PROVISIONS ON PLAT
ARE ELIGIBLE AND NON PLOTTABLE)
- 18.) TERMS AND PROVISIONS OF THE DEVELOPMENT PLAT RECORDED IN PLAT BOOK 181
PAGE 28. (AFFECTS SUBJECT PROPERTY, TERMS AND PROVISIONS ON PLAT
ARE ELIGIBLE AND NON PLOTTABLE)
- 19.) EASEMENT GRANTED TO UNION ELECTRIC COMPANY ACCORDING TO INSTRUMENT
RECORDED IN BOOK 7002 PAGE 2108. (SHOWN ON PLAT)
- 20.) EASEMENT GRANTED TO METROPOLITAN ST. LOUIS SEWER DISTRICT ACCORDING TO
INSTRUMENT RECORDED IN BOOK 6892 PAGE 2057. (SHOWN ON PLAT)
- 21.) EASEMENT AGREEMENT BY AND BETWEEN DESCO INVESTMENT COMPANY, L.L.C., B/C
HEALTH SYSTEM AND MASON OLIVE ASSOCIATES, ACCORDING TO INSTRUMENT
RECORDED IN BOOK 11755 PAGE 810. (EASEMENT TO ADD WATER LINE AND HYDRANT
FOR BENEFIT OF ADJACENT PROPERTY, SHOWN ON PLAT)
- 22.) EASEMENT GRANTED TO UNION ELECTRIC COMPANY D/B/A AMEREN UE BY INSTRUMENT
RECORDED IN BOOK 12332 PAGE 344. (SHOWN ON PLAT)

DISCLAIMER OF RESPONSIBILITY

I hereby specify that the documents intended to be
authentic by my seal are limited to this sheet, and I
herby disclaim any responsibility for all other drawings,
Specifications, Estimates, Reports or other documents or
instruments relating to or intended to be used for any part or
parts of the architectural or engineering project or survey.

CHRISTINE M. BEASLEY
PLS-220201608
6-10-15

NO.	DATE	
1	6/2/15	ATTY COMMENTS
2	6/9/15	ATTY COMMENTS
PROJECT NO. 150043		CONTRACT NO. 0004
DRAWN JPB		CHECKED CMB
DATE: MARCH 2015		

ALTA/ACSM LAND TITLE
SURVEY

SHEET 1 OF 1

S1

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ALTA/ACSM LAND TITLE SURVEY
BELLERIVE PLAZA

SURVEY DATA:
SURVEY DATE: 4-3-15
FIELD CREW: KEM, BCS
FIELD BOOK: 760D

CLIENT: USR-DESCO LLC
66 PROGRESS PARKWAY
ST. LOUIS, MO 63043
WILWOOD, MO. 63040

Kuhlmann design Group, Inc.
66 Progress Parkway
St. Louis, Missouri 63043-3706
Tel: 314.434.8898 Fax: 314.434.8280
St. Louis, MO • Belleville, IL

KdG

MISSOURI ARCHITECTURAL
CORPORATION CERTIFICATE LIC. NO. 000216
MISSOURI PROFESSIONAL ENGINEERING
CORPORATION CERTIFICATE LIC. NO. 000255
MISSOURI PROFESSIONAL LAND SURVEY
CORPORATION CERTIFICATE LIC. NO. 000078

NO.	DATE	
1	6/2/15	ATTY COMMENTS
2	6/9/15	ATTY COMMENTS
PROJECT NO. 150043		CONTRACT NO. 0004
DRAWN JPB		CHECKED CMB
DATE: MARCH 2015		

ALTA/ACSM LAND TITLE
SURVEY

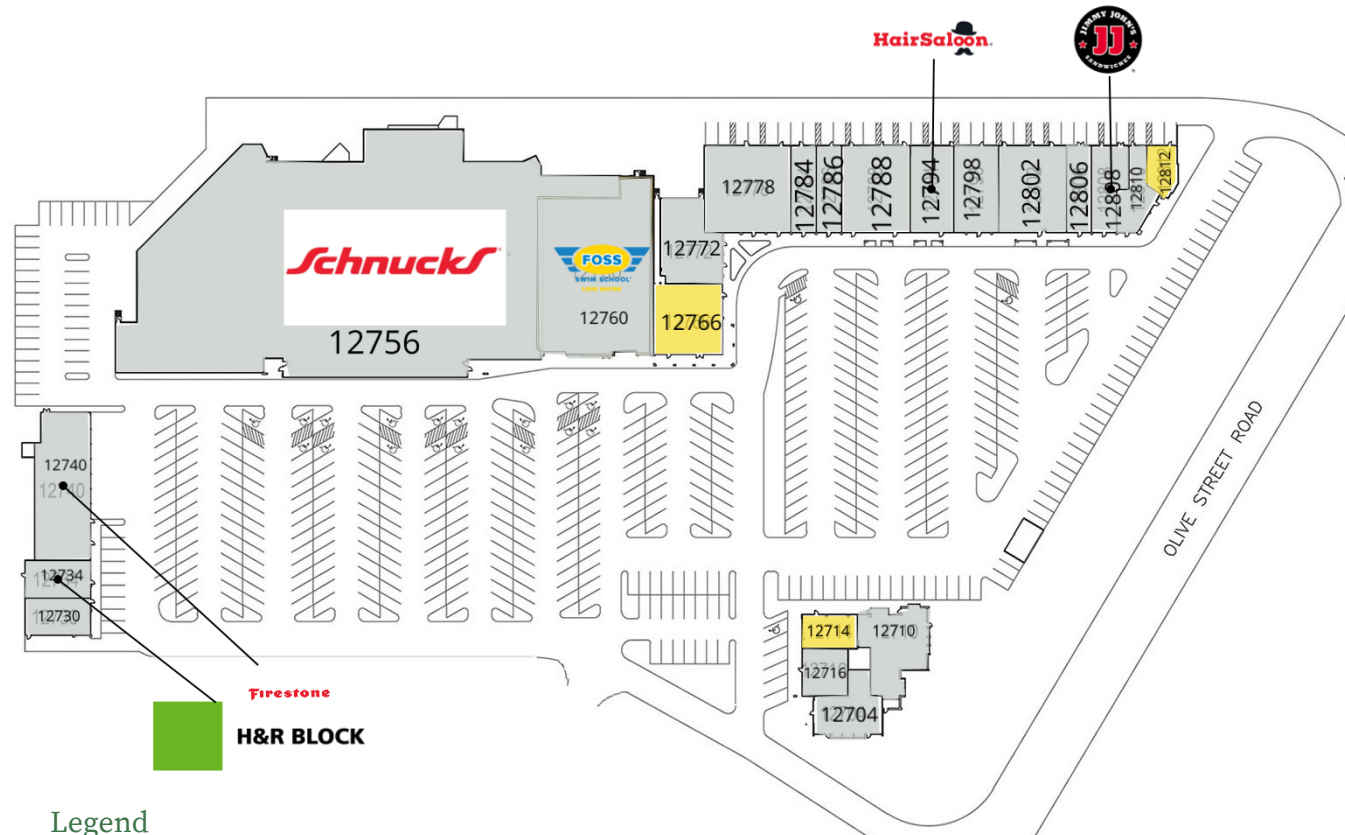
SHEET 1 OF 1

S1

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Bellerive Plaza

12756 OLIVE BLVD. | CREVE COEUR, MO 63141



Suite	Tenant	Size
12704	Taziki's Mediterranean Cafe	2,615 SF
12710	Timothy's Restaurant	3,049 SF
12714	Available	1,215 SF
12716	Blust's Jewelry	1,290 SF
12730	Earthwise Pet Supply	1,500 SF
12734	H&R BLOCK	1,500 SF
12740	Firestone Tires	4,230 SF
12756	Schnucks	56,747 SF
12760	Foss Swim School	11,238 SF
12766	Available	3,154 SF
12778	Fantastic Finds	4,877 SF
12784	China King	1,400 SF
12786	Nail Spa	1,470 SF
12788	Elite Physical Therapy	3,780 SF
12794	Hair Saloon for Men	2,450 SF
12798	That Painting Spot	2,491 SF
12802	Miss Kelly's Gym	3,816 SF
12806	Gateway Coffee	1,400 SF
12808	Jimmy John's Gourmet Sandwiches	1,730 SF
12810	Silky's	1,435 SF
12812	Available	960 SF
12772	Yarncom	2,950 SF

TOTAL CENTER: 115,252 SF

Legend

Available

Unavailable

Mark Pearl

314.994.4050

mpearl@descogroup.com



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #23-037: FINAL PLAT FOR THE SUBDIVISION OF A 8.45 ACRE LOT AT 871 NORTH MASON ROAD INTO TWELVE LOTS WITHIN THE D SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

FOR THE MEETING OF: Monday, December 18, 2023

LOCATION: 871 N. Mason Road, D Single Family Zoning District.

REQUEST: James Brennan, of McKelvey Homes, has submitted a request for the final plat approval to subdivide the property at 871 North Mason Road into twelve lots for twelve new homes. The total area of each lot varies in size from 10,080 square feet to 14,861 square feet. The subject property is zoned D Single Family Residential, and no changes to the zoning district are being requested.

ADDITIONAL INFORMATION: The preliminary plat was approved on January 17, 2023 and subdivision improvement plans were approved on March 20, 2023. The applicant is still waiting for confirmation from the FEMA that the LOMR-F prepared by the applicant to remove the entire development out of the floodplain has been accepted. The applicant has submitted permits for the houses not affected by the LOMR-F.

APPLICANT/OWNER: James Brennan
McKelvey Homes
218 Chesterfield Towne Centre
Drive
Chesterfield, MO 63005

**APPLICANT'S
REPRESENTATIVE:** Eric Kirby
Volz, Inc.
10849 Indian Head Industrial
Boulevard
St. Louis, MO 63132

Key Issues:

- Is the final plat in substantial conformance with the approved preliminary plat?
- Does the subdivision meet the zoning district requirement?

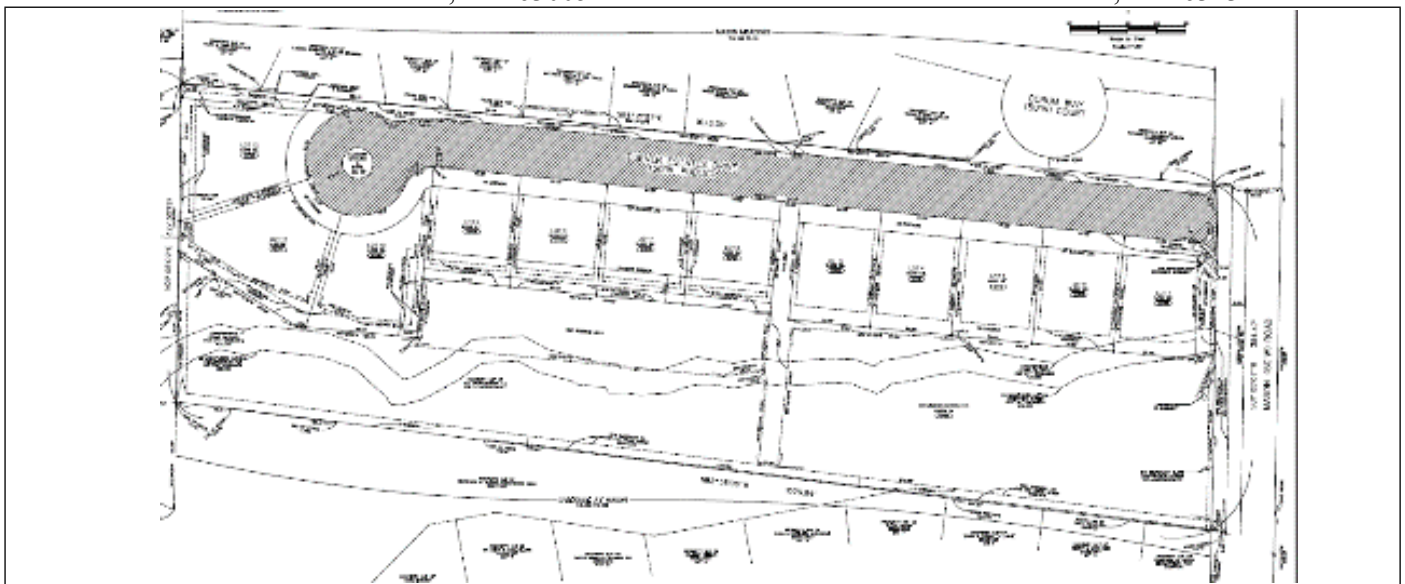
Creve Coeur 2030

Comprehensive Plan References

- SR-2 Suburban
Neighborhood 2 Type
District

Zoning Code References

- Section 405.280: "D" Single Family Residential District
- Chapter 410: Subdivision and Development of Land



REPORT PREPARED BY: BETHANY L. MOORE, CITY PLANNER

DATE: 12/14/23

ATTACHMENTS: Draft Ordinance
Applicant's Final Plat submitted on November 22, 2023.

BACKGROUND

The applicant is seeking final plat approval for a 12-lot subdivision, known as Duever Estates, on a previously unsubdivided 8.45-acre lot in the “D” single-family residential zoning district. The lot is impacted by Fernridge Creek running through the southern portion of the property for which the applicant received a variance from the stream bank buffer requirements of Section 430.050 from the Board of Adjustment on October 20, 2022. The applicant previously received preliminary plat approval at the January 17, 2023 Planning and Zoning Commission and site improvement plan approval at the March 20, 2023 meeting. The final plat has been submitted for review and final approval by the Planning and Zoning Commission and City Council pursuant to Sections 410.130 and 410.140 of city’s subdivision code.

At this time, the applicant is still awaiting the approval of a LOMR-F which has been submitted to FEMA after approval of their CLOMR-F. The existing lot is currently in the Zone A flood plain. The applicant has prepared a flood study demonstrating that the proposed development will have no adverse impact on the base flood elevation on Fernridge Creek. This study was submitted to FEMA to support the CLOMR-F request which was approved. In order to build in the flood plain, the lots must be graded to raise them up out of the flood plain. This is done through the CLOMR-F process discussed above. Upon approval of the subdivision improvement plans, the applicant submitted permits to grade the site in compliance with the CLOMR-F in order to receive the final LOMR-F. Once the grading work was done according to the CLOMR-F, the applicant provided FEMA with the as-builts for the site in order to receive the final LOMR. The City Engineer within the Public Works Department serves as the floodplain administrator for the City. He has agreed that the applicant is able to submit building permits for the lots in the subdivision that are not subject to the LOMR-F. Final occupancy permits will be withheld until the recording of the mylar with St. Louis County and the submission of two physical copies and 1 digital copy of the recorded final plat have been submitted to the City. This process is allowed per Section 410.490 of the subdivision code which states the following:

Section 410.490 Recording of Plats

All final plats for subdivisions of land in the City shall be recorded by plat with the Recorder of Deeds of St. Louis County and two (2) copies of a final subdivision plat shall be provided the Zoning Administrator before any occupancy permit is assigned for buildings constructed within the subdivision

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

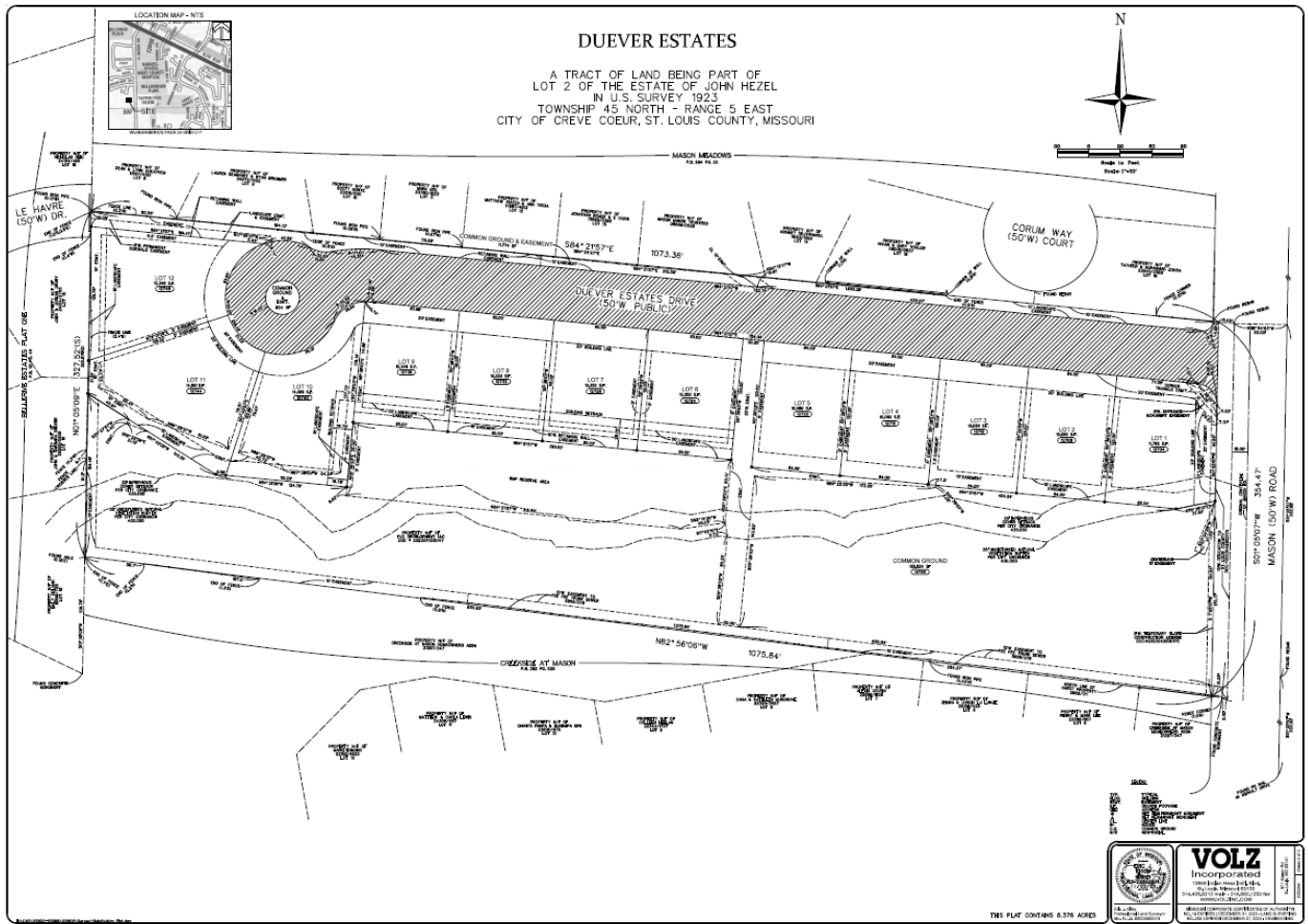
DIRECTION	USE	ZONED	SEPARATED BY
North	Single Family Residences	D-Single Family Residential	N/A
South	Single Family Residences	B-RDD Single Family Residential	NA
East	Andrews Academy	C-Single Family Residential	North Mason Road
West	Single Family Residences	D-Single Family Residential	N/A

ANALYSIS

Conformance with the Preliminary Plat

The final plat contains the same lot layout, with 12 lots ranging in size from 10,080 square feet to 14,861 square feet, that complies with the minimum district requirements for the “D” Single Family Residential District. The requirements for “D” lots include a minimum lot area of 10,000 square feet, with a minimum lot width of 70 feet along the proposed new road, and a minimum lot depth of 100 feet. Lot 1 will be 11,762 ft², Lots 2-5 will be 10,080 ft², Lots 6-9 will be 10,350 ft², Lot 10 will be 14,069 ft², Lot 11 will be 14,861 ft², and Lot 12 will be 13,346 ft². Lot 1 is a corner lot with two front yard setbacks and its buildable area has been shown on the plans in compliance with Section 405.630(B).

Below is the proposed final plat drawing:



INDENTURE OF TRUST AND RESTRICTIONS

The Duever Estates Homeowners Association will be created and governed by the Indenture of Trust and Restrictions for Duever Estates. This document has been submitted and reviewed by the City attorney. The Indentures include the maintenance and control off the common ground and all improvements and easements held by the Association for the common use and enjoyment of all Owners within Duever Estates including the stormwater systems, the monument sign, fence, retaining wall and landscape and trail easements. This document is enforced by the Association and not the City, although the City will have a copy on file for reference.

ADDITIONAL INFORMATION

The plat provides a 10-foot common ground landscaping buffer along the northern property line to screen the Mason Meadows subdivision from the proposed Duever Estates Drive. The subdivision also provides

common ground around the detention basin to the south and the area around the existing creek and in the middle of the cul-de-sac to be maintained by the Home Owners Association. There is an 8-foot-wide permanent sidewalk easement in the common ground connecting Le Havre Drive to sidewalk along Duever Estates Drive. Lots 1-5 and 10-12 include 15-foot-wide landscaping easements and Lots 6-9 include 20-foot-wide landscaping easements.

CONCLUSION AND ACTION

Review of a final plat is a ministerial act to ensure that the proposed final plat is substantially similar to the preliminary plat and substantially meets all land development standards of this Chapter and those of any other applicable City regulations. This application does substantially meet all applicable codes for the D Single Family Residential District, subject to the following suggested conditions of approval which are also included in the attached draft ordinance:

1. Prior to issuance of any final occupancy permits, the applicant shall prepare the Mylar for appropriate signatures and City Certification and record the final subdivision plat with St. Louis County.
2. Lots located within the floodplain shall not be issued a building permit until the Conditional Letter of Map Revision based on Fill (CLOMR-F) is received by FEMA.
3. All easement labels and descriptions on the plat, as well as all subdivision plat scripts, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.
4. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.
5. The Applicant shall provide the City with a recorded copy of the Indentures.

Action on this item will be in the form of a motion to recommend approval of the attached draft ordinance as presented, or approval with additional conditions, to meet all technical requirements. Final approval of the draft ordinance by City Council is required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to recommend approval of the final subdivision plat for Duever Estates with the conditions recommended by staff as provided in the staff report for the meeting of December 18, 2023.” (other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

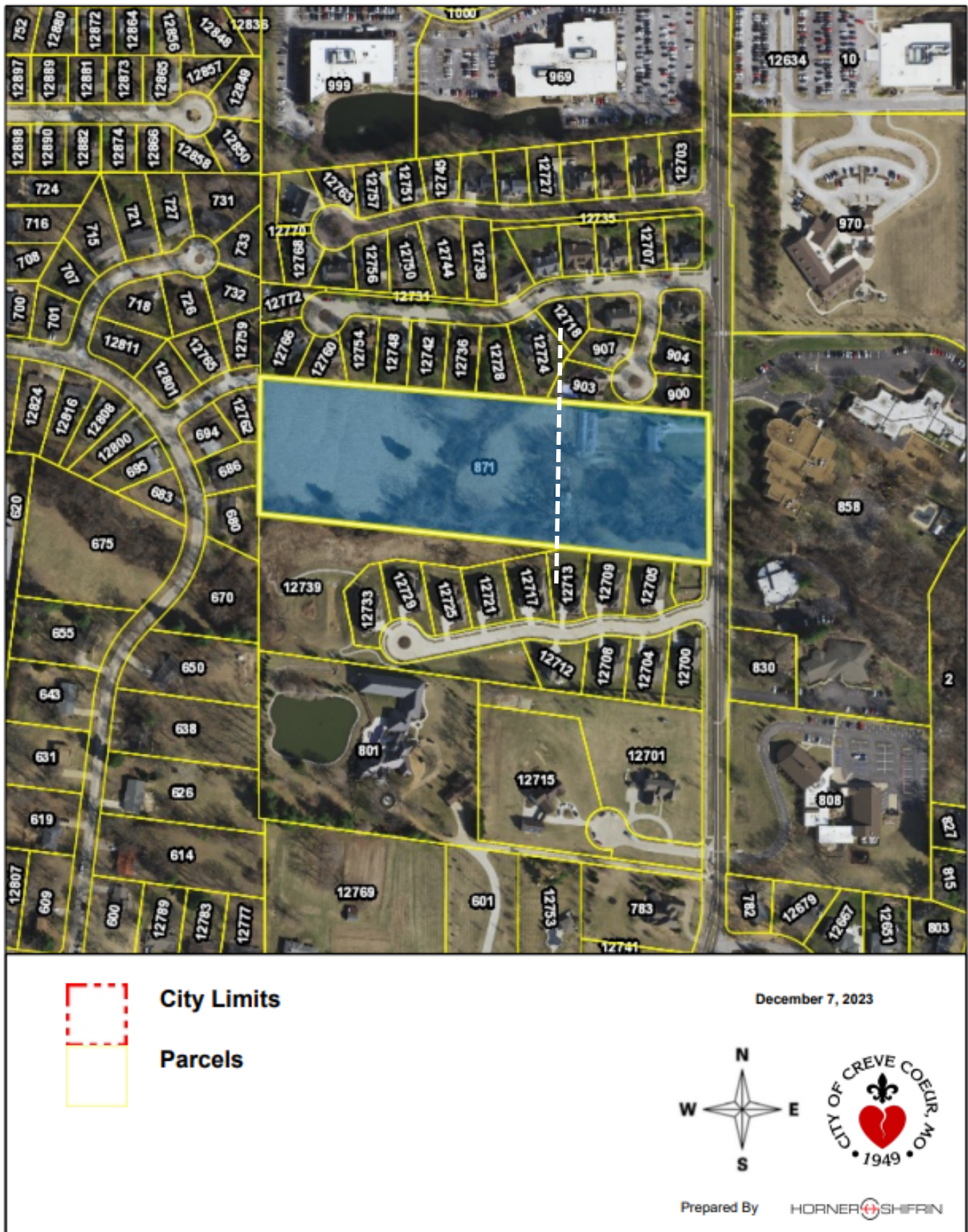
APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS (CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)

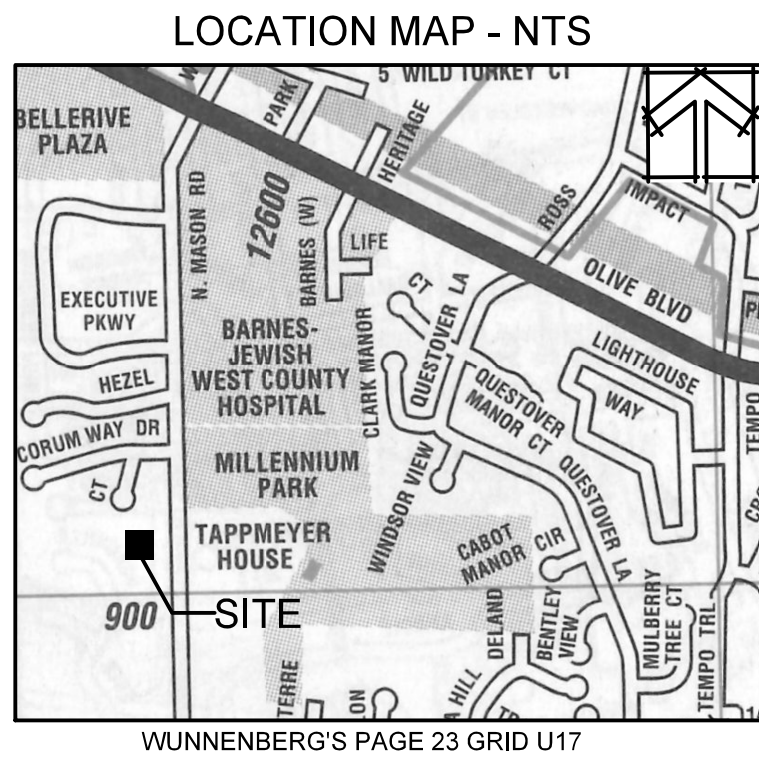
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 4: AERIAL MAP



DUEVER ESTATES

A TRACT OF LAND BEING PART OF
LOT 2 OF THE ESTATE OF JOHN HEZEL
IN U.S. SURVEY 1923
TOWNSHIP 45 NORTH - RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



We, Volz Inc., have during October 2022, by order of PJC Development, LLC, made a Property Boundary Survey and Subdivision Plat of "A tract of land being part of Lot 2 of the Estate of John Hezel, in U.S. Survey 1923, Township 45 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri". The results of said survey are represented on this plat. This survey was executed in accordance with the current Missouri Standards for Property Boundary Surveys of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects and the Missouri Department of Agriculture and meets the accuracy requirements set forth for Urban Property.

Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

Old Republic National Title Insurance Company
File No: 12412ARC
Commitment Date: May 31, 2022
Schedule B Section II
[Note: Surveyor's Comments in Brackets]

4. Easement granted to Fee Fee Trunk Sewer, Inc.by the instrument recorded May 4, 1966 in Book 5956 page 279. [Document starts on page 278 and ends on page 279. - Shown]
5. Right of way of Mason Road over that part embraced therein.

Property descriptions:

A tract of land being part of Lot 2 of the Estate of John Hezel in U.S. Survey 1923, Township 45 North, Range 5 East lying in St. Louis County, Missouri, and described as:

Beginning at a point in the intersection of the center line of Mason Road with the North line of property conveyed to Alvin Hardt by Deed recorded in Book 2685 page 171, St. Louis County Records, which point is the Northeast corner of said property so conveyed to Alvin Hardt, thence North 82 degrees 55 minutes West and along the North line of said Alvin Hardt property a distance of 1105.90 feet to a point, which said point is the Northwest corner of said Alvin Hardt Property, thence North 1 degree 4 minutes East, a distance of 326.61 feet to a point, thence South 84 degrees 24 minutes East, a distance of 1103.18 feet to a point in the center line of Mason Road, thence South 1 degree 3 minutes West along the center line of Mason Road, 355.35 feet, to the Point of Beginning.

Excepting therefrom the part described in deed to St. Louis, Missouri recorded as Document Number 2023042800175 of the St. Louis County Records.

Notes:

1. Bearing on the South line adopted from "Creekside at Mason" as recorded in Plat Book 362 page 529 of the St. Louis County Records.
2. Vertical control was established using Trimble R10 GPS equipment and the MoDOT GPS RTK Network. Vertical control is reported in NAVD 88 using Geoid 12A.

Site Benchmarks:

- "A" - Elev. 505.52 - Iron Rod found at the Northeast corner of 871 N. Mason Road.
 - "B" - Elev. 502.31 - Concrete Monument found on a 5' offset Westerly from the Southeast corner of 871 N. Mason Rd, as measured along the South property line.
- (S) - Survey dimension
(R1) - Record dimension from Plat book 362 page 529.
(R2) - Record dimension from Deed Book 16518 page 26.
(R3) - Record dimension from Plat Book294 page 20.

4. This property is zoned D Single Family Residential District.

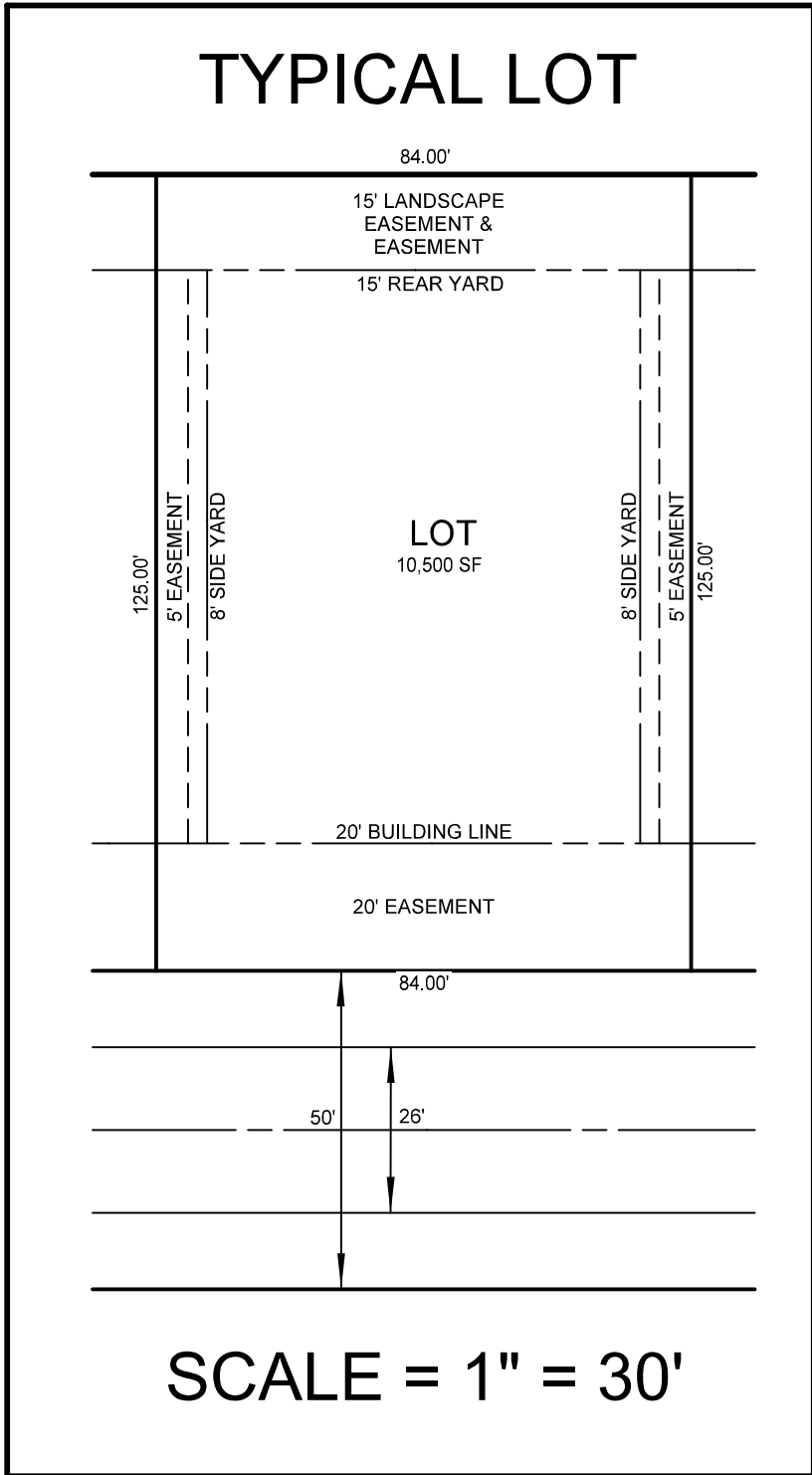
5. This plat contains 8.498 acres.

6. We have determined the horizontal location of this tract of land in the City of Creve Coeur, Missouri, by scaling the property in reference to the "Flood Insurance Rate Map (FIRM), St. Louis County, Missouri and Incorporated Areas", Panel 186 of 445, Map Number 29189C0186K with effective date of February 4, 2015. By express reference to the map and its legend, this tract is indicated to be within Zone A shaded, and Zone X unshaded areas.

The evaluation provided in this note is confined to simply indicating the apparent physical, horizontal location of the property with respect to the features displayed on the map. No field study of the drainage characteristics to which this property may be subject has been conducted or consulted and no representation concerning the insurability of this property or the potential of this property to be susceptible to flooding or subject to any flood hazard has been made.

We make no representation concerning the accuracy of this FIRM which includes a note that, "This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size." All related reference material and all specific limitations contained in the FIRM and any limitations upon any inference that can be drawn from the horizontal location of this property in relation to the features of this map are incorporated herein.

This note is not intended for reliance by any party other than the addressee nor for any purpose other than expressly stated herein.



We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "Duever Estates".

Duever Estates Drive, together with all cul-de-sacs and rounding located at the street intersections, which for better identification is shown hachured on this plat is hereby dedicated to the City of Creve Coeur, Missouri for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to The City of Creve Coeur, Missouri, Missouri American Water, Spire Energy, Ameren Missouri, The Metropolitan St. Louis Sewer District and telecommunications, broadband and video service providers, their successors and assigns as their interests may appear for the purpose of improving, constructing, replacing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities.

The Entrance Monument Easement as shown on this plat is hereby dedicated to the Trustees of this subdivision, their successors and assigns, for the purpose of constructing, maintaining, and repairing a subdivision entrance monument.

The Corner Triangle Easements are hereby dedicated to St. Louis County, Missouri, for public use forever, to ensure and protect the clear and unobstructed view of motorists on and entering the adjacent roadway. No part of said easement shall be built on with any structure (including signs, fences or poles) or planting (including any trees, shrubs, grass, or weeds) in any manor whatsoever, nor shall the grade of the land within the easement be changed, unless expressly approved by the Director of the St. Louis County Department of Transportation & Public Works. Any structure or planting approved by the Director shall be maintained to provide sight distance. Any structures, plants or grading which is not approved by the Director, or which is not maintained, shall be removed or corrected.

The BMP Reserve Areas as shown on this plat are hereby established for the stormwater management features, also known as BMP(s) (Best Management Practices). The reserved areas hereby established are irrevocable and shall continue forever, subject to a "Maintenance Agreement" dated _____, as recorded in the Recorder of Deed's Book _____, Page _____, or as amended thereafter. The Duever Estates Homeowners Association shall be obligated to maintain, repair, construct, improve and operate the BMP Reserve Areas shown on this plat and the Detention Facilities, Stormwater Best Management Practices, including, but not limited to, private sewers and private stormwater improvements constructed thereon as per the MSD approved stormwater management facilities report. (MSD Record #22MSD-00383)

The Retaining Wall Easements shown hereon, are hereby dedicated to the Trustees of this subdivision, their successors and assigns, for the purpose of constructing, maintaining and repairing the retaining walls and to use such additional space adjacent to the easements so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned retaining walls.

The Landscape Easements shown hereon, are hereby dedicated to the Trustees of this subdivision, with the right to plant, maintain, replace, or remove landscaping in, upon, over and across that certain real property, together with the right to enter upon and to pass and repossess over and along said easement and right-of-way and to deposit tools, implements and other materials thereon by said Trustees, there officers, agents, and employees

The Permanent Sidewalk Easement is hereby dedicated to the City of Creve Coeur, Missouri, for public use forever, and said sidewalks are to be maintained by the City of Creve Coeur.

Building lines as shown on this plat are hereby established.

This subdivision is subject to conditions and restrictions recorded the _____ day of _____, _____, as Daily Number _____ in the St. Louis County Records.

The common ground shown on this plat has been conveyed forever to the Trustees of Santino Court by General Warranty Deed recorded the _____ day of _____, 20____, as Daily Number _____ in the St. Louis County Records.

Two permanent monuments for each block created (indicated as ▲) and semi permanent monuments at all lot corners (indicated as ●) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 2 CSR 90-60.30 of the Missouri Department of Agriculture and 20 CSR 2030-16.030 of the Missouri Department of Insurance, Financial Institutions and Professional Registration.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this _____ day of _____, 20____.

PJC Development, LLC
Signature
Print Name & Title

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 20____, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of PJC Development, LLC, a limited liability company of the State of Missouri, and that said instrument was signed on behalf of said limited liability company and the said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:
Notary Public

WHEREAS, _____ by a deed of trust, dated _____, 20____, and recorded in the Recorder's office, in and for the County of St. Louis and State of Missouri, in Book _____, at page _____ conveyed to the trustee therein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth; and whereas, said deed of trust and note or notes has or have been PARTLY paid and satisfied.

NOW, THEREFORE, the undersigned, present holder and legal owner of said deed of trust and note or notes, does here by REMISE, RELEASE AND QUIT-CLAIM unto the present owners, PART of the estate in said deed of trust described, situated in the County of St. Louis, and State of Missouri, to wit: All streets, public or private on this plat.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 20____.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of _____, 20____, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:
Notary Public
Print Name

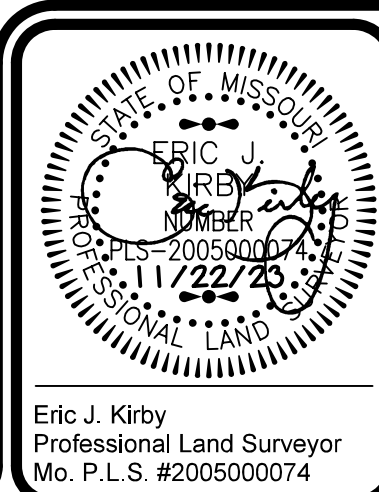
It is hereby certified that this Final Subdivision Plat was recommended for approval by the Planning and Zoning Commission on the _____ day of _____, _____, pursuant to the Subdivision and Land Development Regulations of the City of Creve Coeur, Missouri.

Planning and Zoning Commission
City of Creve Coeur, Missouri

Julie LaBonte
Chairperson

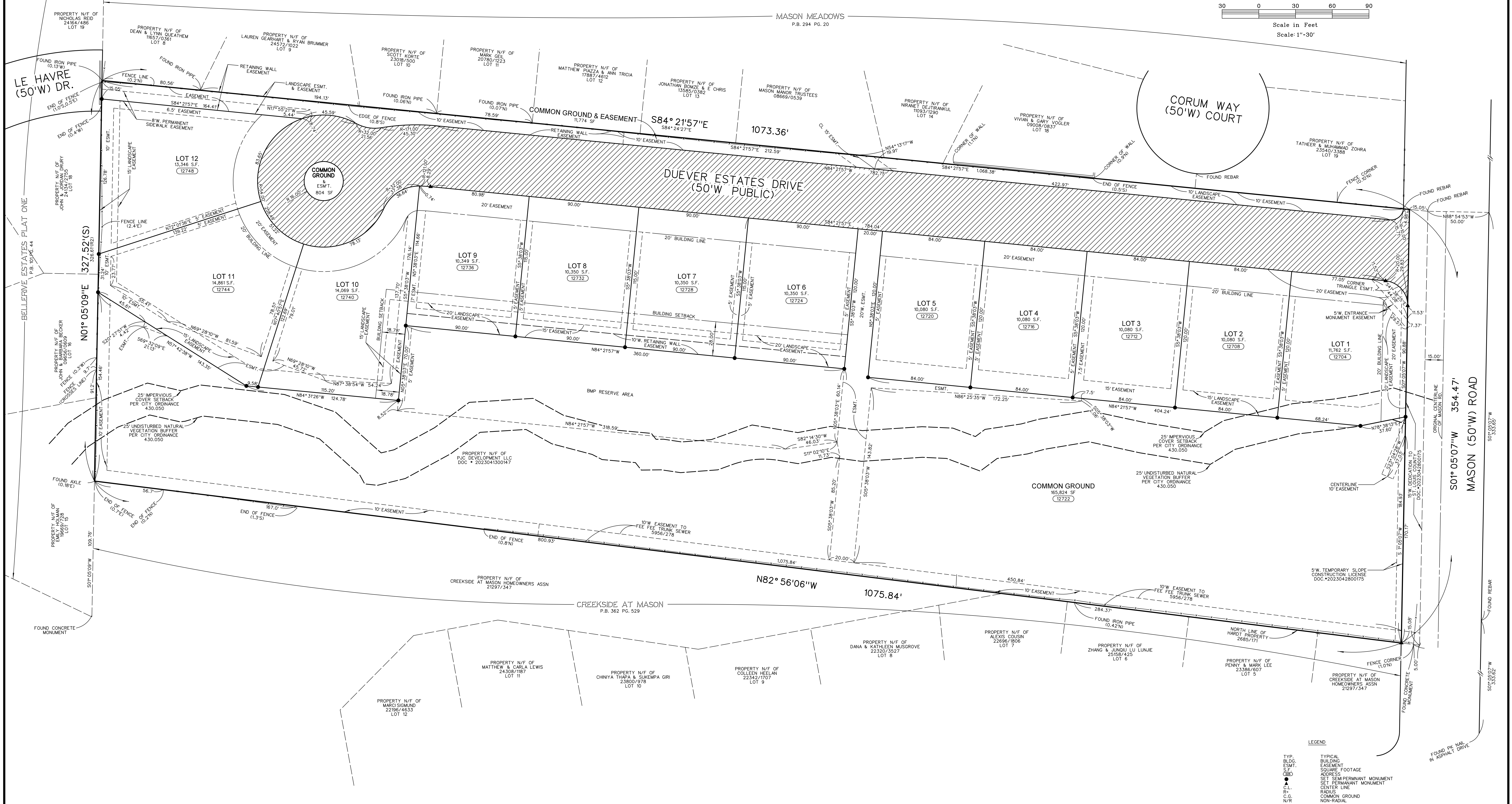
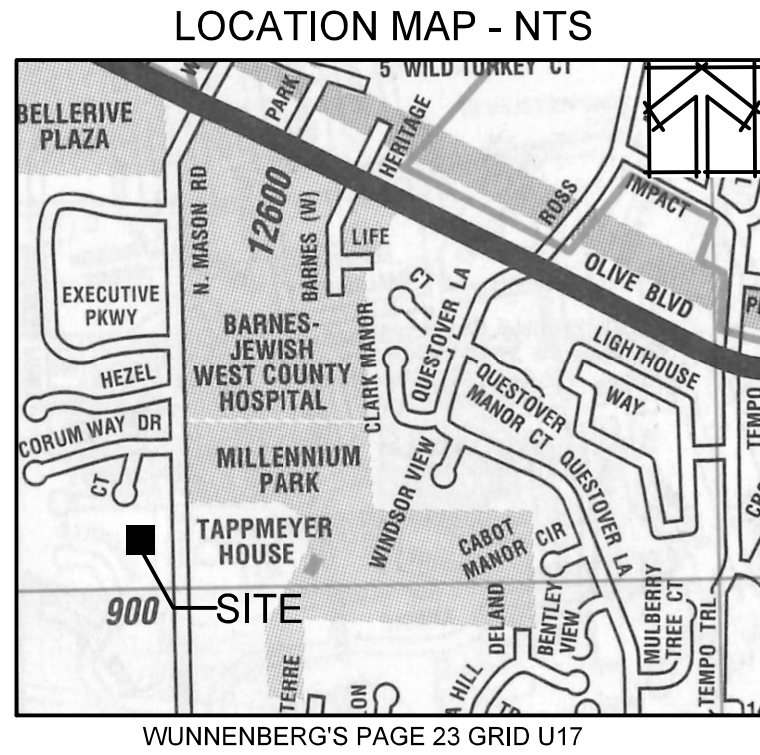
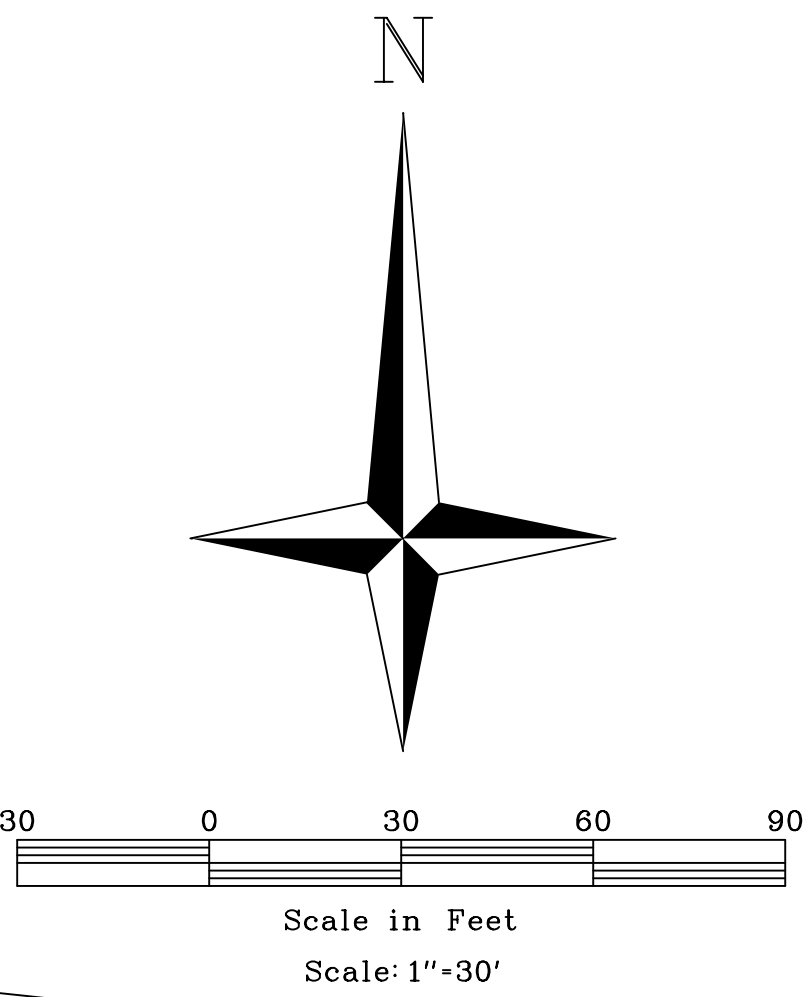
I, Kellie Henke, City Clerk for and within the City of Creve Coeur, Missouri, do hereby certify that this Final Subdivision Plat of **Duever Estates** was approved pursuant to the Subdivision and Land Development Regulations of the City of Creve Coeur, Missouri, as outlined in Chapter 410 of the Municipal Code of the City of Creve Coeur Code by the City Council of the City of Creve Coeur on the _____ day of _____, 20____.

Kellie Henke
City Clerk



DUEVER ESTATES

A TRACT OF LAND BEING PART OF
LOT 2 OF THE ESTATE OF JOHN HEZEL
IN U.S. SURVEY 1923
TOWNSHIP 45 NORTH - RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



- LEGEND
- TYP. BLDG. ESMT. S.F. ADDRESS SET SEMPERMANENT MONUMENT SET PERMANENT MONUMENT CENTER LINE RADIUS COMMON GROUND NON-RADIAL

THIS PLAT CONTAINS 8.376 ACRES

Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

VOLZ
Incorporated
10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.426.6212 main - 314.890.1250 fax
WWW.VOLZINC.COM

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY
NO. 19 EXPIRES: DECEMBER 31, 2023 - LAND SURVEYING
NO. 205 EXPIRES: DECEMBER 31, 2023 - ENGINEERING

871 Mason Rd.
St. Louis, MO 63141
22892-0
Sheet 2 of 2

Space Above Line Reserved for Recorder's Use

1. Title of Document: Indenture of Trust and Restrictions for Duever Estates
2. Date of Document: _____, 2023
3. Grantor(s): McKelvey Homes, L.L.C.
4. Grantor's Mailing Address: 218 Chesterfield Towne Centre
Chesterfield, Missouri 63005
5. Grantee(s): Duever Estates Homeowners Association
6. Grantee's Mailing Address: 218 Chesterfield Towne Centre
Chesterfield, Missouri 63005
7. Legal Description: See Exhibit A annexed to the document
8. Reference(s) to Book and Page(s): Plat Book _____ Page _____

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2021. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Indenture of Trust and Restrictions for Duever Estates. In the event of a conflict between the provisions of the attached Indenture of Trust and Restrictions for Duever Estates and the provisions of this cover page, the attached Indenture of Trust and Restrictions for Duever Estates shall prevail and control.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.	
DEFINITION OF TERMS	2
ARTICLE II.	
DURATION OF TRUST	3
ARTICLE III.	
RESERVATION OF EXPENDITURES	4
ARTICLE IV.	
THE ASSOCIATION AND ITS MEMBERS	4
1. Function of Association	4
2. Membership	4
3. Voting	4
ARTICLE V.	
DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF MEMBERS	4
1. Original Directors	4
2. Successor Directors	5
3. Manner of Conducting Elections	5
4. Qualification of Directors	6
5. Election Procedures	6
6. Removal of Directors	6
7. Annual Meetings	6
8. Special Meetings	6
9. Notice of Meetings	7
10. Quorum	7
11. Voting and Proxies	7
12. Action Without a Meeting	8
ARTICLE VI.	
ASSOCIATION'S DUTIES AND POWERS	8
1. Acquisition, Disposition, Etc	8
2. Maintenance and Control of Common Ground	8
3. Maintenance of Stormwater Best Management Practice Systems	9
4. Maintenance of Fence, Retaining Wall and Landscape Easements	10
5. Maintenance of Trail Easement.	10
6. Dedication.	10
7. Easements.	10
8. Enforcement	10
9. Vacant and Neglected Lots	11
10. Plans and Specifications	11
11. Deposits	12
12. Insurance	12
13. Employment	12

14. Condemnation	12
15. Variances.....	12
16. Easement in Gross.....	12
ARTICLE VII.	
EASEMENTS	12
1. Owners' Easements	12
2. Utility Easements	13
3. Easement to Inspect and Right to Correct.....	13
ARTICLE VIII.	
SEWERS AND DRAINAGE FACILITIES	13
1. Association's Responsibility – Detention Structures and Pipes.....	13
2. Owner's Responsibility	14
3. Sump Pump Drainage	14
ARTICLE IX.	
ARCHITECTURAL AND ENVIRONMENTAL CONTROL	14
1. Architectural Approval	14
2. Construction.....	14
3. Disclaimers	15
ARTICLE X.	
ASSESSMENTS.....	15
1. General.....	15
2. Purpose.....	15
3. Annual Assessments	16
4. Special Assessments	16
5. Prorations	17
6. Interest and Liens.....	17
7. Exemptions	17
8. Keeping of Funds.....	17
9. Ordinance Compliance.....	17
10. Capitalization	17
11. Change of Ownership	18
ARTICLE XI.	
RESTRICTIONS	18
1. Building Use	18
2. Building Location	18
3. Resubdivision.....	18
4. Commercial Use.....	18
5. Nuisances	18
6. Maintenance.	19
7. Obstructions	19
8. Animals	19
9. Trucks, Boats, Etc	19
10. Vehicular Sight Lines	20
11. Temporary Structures, Out Buildings and Installations.....	20

12. Signs.....	20
13. Utility and Drainage Easements.....	20
14. Oil Drilling.....	20
15. Cul-De-Sac, Etc	20
16. Fences	20
17. Decks, Porches, Screen Porches	21
18. Television Antennae	21
19. Hazardous and/or Unsightly Materials	22
20. Swimming Pools	22
21. Garbage	22
ARTICLE XII.	
GENERAL PROVISIONS	22
1. Actions by Directors	22
2. Indemnification of Officers, Directors and Others	22
3. Adjoining Tracts	23
4. Amendments	23
5. Severability, Etc	23
6. Invalidation	23
7. Assignment by Grantor	23
8. Rights During Construction and Sale	24
9. Term.....	24

**INDENTURE OF TRUST AND RESTRICTIONS FOR DUEVER ESTATES, CITY OF
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR DUEVER ESTATES (the "Indenture"), made and entered into this _____ day of _____, 2023, by and between MCKELVEY HOMES, L.L.C., a Missouri limited liability company, hereinafter referred to as "Grantor," and DUEVER ESTATES HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation, hereinafter referred to as the "Association" or, for purposes of recording this Indenture in the St. Louis County Records, "Grantee." Grantor and the Association are herein sometimes collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real property located in the City of Creve Coeur, St. Louis County, Missouri, described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has or will cause the Property to be platted and subdivided into a single family residential subdivision (the "Subdivision") to be known as "Duever Estates", and has caused or will cause the Plat of the Subdivision to be recorded in the St. Louis County Records; and

WHEREAS, Common Ground has been or will be reserved on the Plat, and there has been or may be designated, established and recited on the Plat certain streets, improvements and easements which are for the exclusive use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Property against certain uses; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (all of which are sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any portion of the Property, all as hereinafter set forth:

ARTICLE I.
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Committee" is defined in Article IX of this Indenture.
2. "Association" shall mean and refer to Duever Estates Homeowners Association, a Missouri nonprofit corporation, its successors and assigns.
3. "Board" or "Directors" shall mean and refer to the Board of Directors of the Association, and "Director" shall mean any one of them.
4. "City" shall mean and refer to the City of Creve Coeur, Missouri.
5. "City Council" shall mean and refer to the City Council of the City.
6. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Association and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners including, without limitation, parks, open spaces, cul-de-sac islands, streets, paths, trails, walkways, lakes, storm water controls and drainage facilities (including, without limitation, retention and detention basins, bioretention and other water quality areas and facilities), sanitary sewers and facilities, water mains, fire hydrants, irrigation systems (including, without limitation, wells, pumps, controllers, pipes, heads and other apparatus), berms, retaining walls, subdivision entrance ways, medians and monuments, fences, street lights, street signs, common mailboxes and appurtenant facilities and other such areas and facilities as may be shown on the Plat and/or provided in the Subdivision; provided, however, nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.
7. "County" shall mean and refer to St. Louis County, Missouri.
8. "Grantor" shall mean and refer to McKelvey Homes, L.L.C., a Missouri limited liability company, its successors and assigns including, without limitation, any other builder or developer who purchases vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third parties to the extent Grantor's rights and obligations pertain to such Lots or parcels, and any lender (and its successors and assigns) who succeeds to Grantor's rights under this Indenture.
9. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Duever Estates, City of Creve Coeur, St. Louis County, Missouri, as from time to time amended.
10. "Living Unit" shall mean and refer to any structure constructed upon a Lot designed and intended for independent residential use.

11. "Lots" shall mean and refer to the Lots shown on the Plat, and "Lot" shall mean and refer to any one of them.

12. "Member" shall mean and refer to a member in the Association.

13. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.

15. "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.

16. "Plat" shall mean and refer to the Record Plat of the Subdivision as recorded in the St. Louis County Records.

17. "Prime Rate" shall mean for any day, the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors.

18. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

19. "Subdivision" shall mean and refer to Duever Estates, a subdivision in the City of Creve Coeur, St. Louis County, Missouri, as per the Plat.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Wherever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will", shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (i) any reference herein to any Person shall be construed to include such Person's successors and assigns, and (ii) the words "hereof", "herein" and "hereunder" and words of similar import shall be construed to refer to this Indenture as a whole and not to any particular provision here.

ARTICLE II. DURATION OF TRUST

The trust created under this Indenture shall continue until such time as termination may be approved by the City Council or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of the Lots, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall, without specifically mentioning it, carry with it all the incidents of ownership of the Common Ground.

ARTICLE III. RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended by Grantor or subsequently provided by Grantor for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the Property.

ARTICLE IV. THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for management, maintenance, operation and control of the Common Ground and enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Article IV, Section 3 of this Indenture, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The Association shall have one (1) class of membership, and each Member shall have one vote for each Lot owned in the Subdivision, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Article X, Section 7 of this Indenture.

ARTICLE V. DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF MEMBERS

1. Original Directors. The Board of Directors of the Association shall consist of three (3) members. The original Directors shall be Phillip R. Brennan, J. Patrick Brennan and Charles E. Brennan who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor

resign other than as required by Section 2 of this Article V, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected by the Members in the manner hereinafter provided.

2. Successor Directors.

(a) The original Directors or their successors appointed pursuant to Article V, Section 1 of this Indenture shall serve until such time as occupancy permits have been issued for all Living Units authorized to be constructed in the Subdivision, or until such earlier time as Grantor may determine, whereupon the term of such Directors' shall expire and the Members shall elect three (3) new Directors; the Director receiving the highest number of votes shall serve for three (3) years, the Director receiving the second highest number of votes shall serve for two (2) years, and the third Director shall serve for one (1) year from the date of election (the first annual meeting of the Members to be held under Section 7 of this Article V shall be held within one year from the date of such election). Thereafter, all Directors shall be elected for terms of three (3) years.

(b) Annually, by the fifteenth (15th) day of January of each year, the Board shall submit to the City a current list of the Directors' names, addresses and telephone numbers. Further, the Directors shall notify the City within thirty (30) days of any changes in the membership of the Board.

3. Manner of Conducting Elections.

(a) All elections by the Members shall be held at the annual meetings to be held pursuant to Section 7 of this Article V, and shall be preceded by notice signed by the Directors then in office, or should there be no Directors then in office, by three (3) Members, sent by mail to or personally served upon all Members at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. The notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Members attending such meeting in person or by proxy shall have the power to elect the Directors, who shall serve until their successors have been duly appointed or elected and qualified. At such meeting, each Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Directors shall be certified by the persons elected as chairman and secretary at the meeting, and their certification shall be acknowledged and recorded in the County Records.

(b) Prior to each election under Article V, Section 3(a) of this Indenture, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by the Members. Each candidate for the Board shall be given a reasonable, uniform opportunity to communicate his or her qualifications to and to solicit votes from the Members, and the Board may establish such other rules and regulations as it deems appropriate to conduct the nomination of Directors in a fair and efficient manner.

4. Qualification of Directors. Any Director elected under the provisions of this Article shall be an Owner, or an officer or agent of a corporate (or other form of entity) Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Director(s) shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the City Council may, upon petition of any concerned resident or Owner, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

5. Election Procedures. There shall be no cumulative voting; that number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

6. Removal of Directors.

(a) Any Director elected by the Members may be removed, with or without cause, by the vote of a majority of the Members. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

(d) This Section shall not apply to Directors appointed by Grantor. Grantor shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by Grantor.

7. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election to be conducted pursuant to Section 2 of this Article V. Subsequent regular annual meetings shall be set by the Board to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

8. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or, at any time after the election of Directors under Section 2 of this Article V, upon written request by no less than thirty percent (30%) of the Members.

9. Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered either personally or by mail to each Member not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

10. Quorum.

(a) The presence of Members holding a majority of the total votes in the Association shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

11. Voting and Proxies.

(a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Nonprofit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

ARTICLE VI. ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture including, without limitation, the following:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture and the City's Ordinances, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right under Article XII, Section 4 hereof to amend this Indenture, upon request of Grantor and conditioned upon Grantor's receipt of the approvals required under said Section, the Directors shall cooperate with Grantor in its development of the Subdivision, and to facilitate such development, shall have the right, in their discretion to adjust and reconfigure the Common Ground subject to City approval, to grant easements thereon (including, without limitation, easements for appurtenances such as patios, decks, driveways and sidewalks, which, as a result of their original construction, encroach upon the Common Ground) and to convey and exchange portions of the Common Ground to Grantor and the from time to time Owners of adjoining Lots subject to City approval.

2. Maintenance and Control of Common Ground. To exercise control over the Common Ground as is necessary to maintain, repair, rebuild, supervise and assure the proper use

thereof for and by residents of the Subdivision, including, without limitation, the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over the Common Ground, streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots; to establish rules and regulations for the usage of the Common Ground; to pay real estate taxes and assessments on the Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, structures, and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners, all in conformity with applicable laws and ordinances. Without limiting the generality of the foregoing, with regard to all property, real, personal or mixed, owned or held by the Association, the Association shall have the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Association's powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money and make and execute promissory notes or otherwise incur liabilities and obligations, and to encumber the Common Ground and assign the Association's right to future income including, without limitation, the right to receive assessments, as security for any such loans. Without limiting the generality of the foregoing, the Association shall have the right, power and authority to borrow money from Grantor to fund any working capital deficits.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold and deal in and with such property, in all respects, limited only as provided in this Indenture or by law.

3. Maintenance of Stormwater Best Management Practice Systems. There are or may hereafter be created and established on the Plat BMP Reserve Areas, and without limiting the generality of Article VI, Section 2 of this Indenture, unless and until accepted for public use and maintenance, the Association shall have the power, authority and responsibility to maintain, repair, improve and replace the private stormwater management facilities installed therein in accordance with the Maintenance Agreement therefor by and between Grantor and The Metropolitan St. Louis Sewer District, a copy of which is recorded in Book _____ Page ____ of the St. Louis County Records. Without limiting the generality of the foregoing, the Association shall and does hereby assume all of Grantor's maintenance, repair, replacement and reporting obligations under such Agreement and in connection with such facilities, and shall indemnify and hold Grantor harmless from all liability, loss, damage, cost and expense including, without limitation, reasonable attorneys' fees and expenses, Grantor may sustain or incur by reason of the Association's failure to maintain the stormwater management facilities, Best Management Practices, basins, drainage facilities, appurtenances and sewer lines or file any required reports. The Association shall include the cost of such maintenance, repair, replacement and reporting in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

4. Maintenance of Monument Sign, fence, Retaining Wall and Landscape Easements. Monument Sign, fence, retaining wall and landscape easements are established on the Lots by the Plat, and without limiting the generality of Article VI, Section 2 of this Indenture, the Association shall have the power, authority and responsibility to maintain, improve and repair such areas and any fences, retaining walls and vegetative landscaping and irrigation systems planted and installed within such easements as part of and in the same fashion as the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

5. Maintenance of Trail Easement. A five (5) foot wide trail is established by the Plat on the Common Ground, and without limiting the generality of Article VI, Section 2 of this Indenture, unless accepted for public maintenance, the Association shall have the power, authority and responsibility to maintain, improve and repair such trail and any improvements (pavement) thereon as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

6. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

7. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Ground. The Association shall also have authority, in the Directors' discretion, to grant Grantor and the Owners easements to install and maintain retaining walls and other improvements on the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of the Property, the Association shall grant Grantor, the City, Missouri American Water Company, Metropolitan St. Louis Sewer District, Spire Missouri, Inc., Charter Communications, Ameren, AT&T and all other public utility providers and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power, cable television and fiber optics pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees other than required or desired landscaping that does not conflict with such utilities. The provisions of this Article VI, Section 8, shall not be amended, modified or deleted without the prior written consent of Grantor while it remains an owner of one or more Lots.

8. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law and any rules and regulations adopted by the Directors governing the use of the Common Ground. The power and authority herein granted to the Association is intended to be discretionary and not mandatory and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:

- (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- (ii) suspending an Owner's right to vote;

(iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or taking action to abate any violation of this Indenture in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit the City to enforce ordinances within the Property for the benefit of the Association and its Members.

9. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the Owners thereof with the expenses so incurred. In exercising their authority under this Article VI Section 10, neither the Association nor the Directors or their respective agents or employees shall be deemed guilty or liable for trespass or for any damage or injury occasioned by or in the course of any such abatement, removal or planting.

10. Plans and Specifications. As more specifically provided in Article IX hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and additions or exterior renovations thereto, satellite dishes and other improvements proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, but shall not be and the Owner(s) shall remain responsible for determining compliance with the City's ordinances, and in no event shall a decision to allow or disallow any item constitute precedent for any future request or a reversal of any past request.

11. Deposits. To require a reasonable deposit in connection with the erection of any building or other structure or improvement approved in accordance with the provisions of this Indenture to assure that, upon completion of the project, all debris is removed from the site and adjacent Lots and parcels and all damage to the streets and other subdivision improvements is repaired.

12. Insurance. To purchase and maintain in force such insurance as the Directors may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Directors and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Area and the Common Property and facilities and worker's compensation insurance.

13. Employment. In exercising the rights, powers and privileges granted and in discharging the duties imposed upon the Association by the provisions of this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

14. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

15. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.

16. Easement in Gross. Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross to the Association for ingress and egress to perform its obligations and duties as required by this Indenture including, without limitation, ingress and egress which encroach upon the Lots to maintain any portions of the Common Ground. Should it be necessary to enter any Lot to effect a repair or to perform any maintenance or other duty of the Association under this Indenture, the employees, agents, contractors and subcontractors engaged by the Association shall have authority to do so upon presentation to the Owner of a work order or other directive from the Association. All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE VII. EASEMENTS

1. Owners' Easements. Each Owner is hereby granted a perpetual easement, running with the ownership of their Lot, to use and occupy the balcony, terrace, patio, deck, sidewalks, driveway, garage and retaining wall(s), if any, as originally constructed upon such Lot by Grantor

should there be any encroachment on any other Lot. Although this provision is intended primarily to pertain to overhanging gutters, eaves and similar items of construction, it shall nevertheless be construed broadly to include all forms of overhangs and construction. All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon Grantor and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

2. Utility Easements. In addition to all other easements established in this Indenture or on the Plat, easements are hereby established in favor of the Association, the Owners and the applicable utility companies to construct, reconstruct, repair, replace and maintain any sanitary or storm sewers, water, electric, gas, cable television or telephone lines or connections, and to enter upon the Lots to repair, replace and generally maintain said connections. Notwithstanding any other provision of this Indenture, if the Directors deem the repair, replacement or maintenance of any such connection to be an emergency, the Directors shall have the right in their discretion to repair, replace or maintain such connection and assess the cost thereof against the Owners of the Lots served thereby, and each Owner covenants to pay any such assessment upon demand. If not paid when due, such assessment shall be and become a continuing lien on the benefitted Lot and the personal obligation of the Owner, and shall be subject to collection in the manner set forth in Article X hereof.

3. Easement to Inspect and Right to Correct. The Association, and Grantor (while it remains an owner of one or more Lots), reserves for themselves and others either may designate the right to inspect, monitor, test, redesign and correct any structure, improvement or condition which may exist on any portion of the Property, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot or parcel of the Property shall be only after reasonable notice to the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise. Further, without limiting the generality of the foregoing, Association and Grantor reserve the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities that may have been constructed by Grantor or Association. Association will schedule and coordinate the review of the Common Ground through the president of the Board. During the inspection, Grantor may review and, if appropriate, make recommendations to the Association relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

ARTICLE VIII. SEWERS AND DRAINAGE FACILITIES

1. Association's Responsibility – Detention Structures and Pipes. Unless and until accepted for public use and maintenance, the detention structures and all storm sewer pipes in the Subdivision shall be and remain private, and without limiting the generality of any other provision of this Indenture, the Association shall be responsible for the maintenance, repair and replacement of all such storm sewers, detention basins, bioretention areas and other drainage and water quality facilities located in the Subdivision.

2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewer line or lines and any appurtenances thereto servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Subdivision are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article VI, Section 2, or any other provision of this Indenture, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and should they elect to do so, are hereby granted easements upon and across the Property for ingress and egress from such sump pump drainage easements.

ARTICLE IX. ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article X of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, installation or improvement of any kind shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part of, or exterior change or alteration (structural or nonstructural) in any Living Unit or other improvement on such Lot be made, nor shall any tree having a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any Living Unit or other structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors, or if appointed by the Directors in their sole discretion, by an Architectural Committee composed of three (3) or more Owners [reference herein to "Architectural Committee" shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time], and (ii) all permits required by the City or any other governmental authority having jurisdiction over the project have been received. In the event the Architectural Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Architectural Committee may indicate in writing is reasonably necessary to complete its review and analysis, approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All requests hereunder shall be submitted to the Architectural Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Committee at the address from time to time designated for such purposes, or when receipted by the Architectural Committee if sent to the aforesaid address by postage prepaid, registered or certified mail, return receipt requested. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

2. Construction. If construction does not commence on a project approved under the provisions of Section 1 of this Article IX within one year after the date of approval, such approval

shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming, and shall be subject to enforcement action by the Directors, Grantor or any aggrieved Owner.

3. Disclaimers.

(a) It is expressly agreed that notwithstanding any provision of this Article IX to the contrary, and as provided in Section 1 above, the Owners shall be responsible for procuring all permits and assuring compliance with the City's ordinances, for all improvements proposed hereunder, and that the Architectural Committee's approval hereunder shall not be deemed a representation that such plans, specifications or other materials comply with applicable laws, rules, ordinances or regulations. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Living Units are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Neither Grantor, the Directors, the Association, nor any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Living Unit.

ARTICLE X.
ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay annual and special assessments, if any, from time to time fixed, levied and assessed in accordance with the provisions of this Indenture. The annual and special assessments and charges together with interest thereon and costs of collection thereof shall be a charge and continuing lien on the Lot against which assessed. Each such assessment and charge, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment or charge fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of (i) promoting the recreation, health, safety and welfare of the residents in the Subdivision including (ii) performing the services and carrying out the functions herein authorized, (iii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the Plat including, without limitation, the payment

of taxes and insurance thereon and of the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iv) the cost of management and supervision of the Common Ground, and (v) such other needs as may arise. In no event shall Grantor assess any Owner hereunder to defray Grantor's costs of developing the Subdivision.

3. Annual Assessments.

(a) By November 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall estimate the total amount necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies which they anticipate will be required in the performance of their duties under this Indenture during the ensuing calendar year together with an amount which they consider necessary as a reasonable reserve for any future needs and contingencies. On or about December 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall notify the Owner of each Lot in writing as to the amount of such estimate, which shall then be uniformly assessed against the Owners of all Lots. Each annual assessment shall be levied prior to or during the year for which it is levied, and notice thereof shall be given as provided in Section 3(c) of this Article X. Each annual assessment shall be payable either (i) on the date which is thirty (30) days after the date of such notice, and shall become delinquent if not paid within thirty (30) days thereafter, or (ii) in such periodic installments as from time to time determined by the Directors, and if not paid within five (5) days after any such installment is due, the entire annual assessment levied hereunder shall be deemed delinquent.

(b) In the event the Directors shall at any time during the year determine that their estimate under Paragraph (a) of this Section 3 is insufficient to meet current operating expenses, the Directors may revise the Association's budget for the balance of the calendar year to such an amount as is actually necessary to pay such maintenance expenses and to fund a reserve, and within fifteen (15) days thereafter, shall notify the Owner of each Lot in writing in the manner provided in Section 3(c) of this Article X as to the amount of the revised budget, which shall be uniformly assessed against the Owners of each Lot. The revised assessment shall be due on the date which is thirty (30) days after the date of such notice and shall become delinquent if not paid within thirty (30) days following such due date.

(c) Notice of each levy under this Article X, Section 3, shall be given by first class mail addressed to the last known or usual post office address of each Owner and deposited with the United States Postal Service, postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies.

4. Special Assessments. If other than as provided in Section 3(b) of this Article X, the Directors at any time consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all assessments theretofore made shall be entitled to vote. Notice of any special assessment hereunder shall be given in the

same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

5. Prorations. Should a Lot become subject to assessments after January 1 in any year and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

6. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the Prime Rate from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute and acknowledge and record an instrument in the County Records reciting the levy, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after notice is recorded, the Directors shall execute and record (at the expense of the Owner) a release of such lien. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first Mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7. Exemptions. The following properties shall be exempt from the assessments, charges and liens created herein:

- (a) All Common Ground;
- (b) All properties exempted from taxation under the laws of the State of Missouri; and
- (c) All Lots owned by Grantor until occupied for residential purposes or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

8. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation.

9. Ordinance Compliance. Notwithstanding any other conditions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies), and for such purposes shall not be limited to any maximum assessment provided for herein.

10. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than a Grantor, a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount double the annual amount payable with respect to such Owner's Lot under Section 3 of this Article X. The amount to be contributed pursuant to this

Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

11. Change of Ownership. Upon the conveyance of any Lot other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar (\$100.00) transfer and administrative fee to cover the Association's expenses resulting from such change in ownership (or such greater amount as any third-party management company engaged by the Association may charge the Association in connection with any such change). Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 6 of this Article X.

ARTICLE XI. RESTRICTIONS

In addition to any limitations and restrictions imposed by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which the Lot fronts or by which such lot is bordered or the side or rear lot lines shown on the Plat.

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold nor shall any Lots be consolidated without the consent of the Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots, and the Lots so consolidated shall remain subject to the assessments attributable thereto prior to such consolidation.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or the Common Ground in the Subdivision, nor shall anything be done thereon or therein that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing:

(i) no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, dirt bikes, minibikes, tractors, truck-tractors, campers or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground;

(ii) no exterior lighting shall be directed outside the boundaries of a Lot or other parcel;

(iii) no trash, leaves, debris or other materials shall be burned on any Lot or within the Common Ground;

(iv) except alarm devices used exclusively for security purposes, no radio, loudspeaker, horn, whistle, bell or other sound device shall be used or discharged at a volume audible to occupants of other Lots;

(v) no firecrackers or other fireworks shall be used or discharged in the Subdivision;

(vi) no grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances shall be dumped in any drainage ditch, stream, pond, lake or elsewhere within the Property;

(vii) no wildlife shall be captured, trapped or killed within the Subdivision except in compliance with applicable law; and

(viii) no activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the Property, or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution shall be conducted in the Subdivision.

6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded items shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances, sculptures or bird baths, free-standing basketball standards or similar personal property items shall be placed in the front yard of any Lot.

7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground or on any Lot or on the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that no more than three (3) dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and are at all times leashed when outside of fenced yards and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. Except during periods of approved construction, no buses, trucks (other than vans and pick-up trucks not exceeding 3/4 ton) or commercial vehicles (as hereinafter defined), boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers

or trailers of any other description, or motor vehicles of any kind whatsoever that are not licensed or are unable to move under their own power, shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage or as otherwise permitted by the Directors. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision. As used herein, "commercial vehicle" shall mean a motor vehicle designed or regularly used for carrying freight and merchandise or more than eight (8) passengers.

10. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be placed or maintained in such a manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the foregoing, no live tree shall be removed without the approval of the Directors.

11. Temporary Structures, Out Buildings and Installations. No structure of a temporary character, trailer, tent, shack, garage, metal or wooden shed, barn or other outbuilding shall be installed, constructed or maintained on any Lot at any time.

12. Signs. Other than signs required to be permitted under applicable laws and ordinances, no signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 4 square feet in size) on the Lot, or (ii) signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of Living Units therein.

13. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

14. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

15. Cul-De-Sac, Etc. Other than streetlights and fire hydrants, no above-ground structure may be erected upon a cul-de-sac island, divided street entry island, or median strip.

16. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Committee. Fences that receive the prior written approval of the Architectural Committee may be erected on a Lot provided such fences are of a style approved by the Architectural Committee, except as otherwise provided herein, have a minimum of forty percent (40%) open space to allow passage of air and light, and are in strict compliance with the following standards and requirements, to-wit:

(i) Other than as expressly permitted by the provisions of this Section 16, the maximum height for full perimeter fencing shall be forty-eight inches (48”).

(ii) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. No privacy fences shall be permitted. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4”) of the lot lines and lot corners. With respect to corner lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4”) of the building line limit established by the Plat(s).

As used in this, paragraph (ii), the term “extraordinary circumstances” shall include the necessity to protect “green space,” avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Committee, fencing may be set beyond four inches (4”) of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner’s Lot that is located outside the fence, and the Owner’s failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days after receipt of notice from the Board.

(iii) Except as hereafter expressly provided to the contrary, all fencing shall be of either black wrought iron or black aluminum ; under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design.

(iv) All fence posts shall be anchored in a base of concrete at least one foot (1’) six inches (6”) deep into the soil.

(v) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Lot Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

17. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

18. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes in excess of one (1) meter in diameter or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision

without the prior approval of the Architectural Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

19. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

20. Swimming Pools.

- (a) No above ground swimming pools will be allowed on any Lot in the Subdivision.
- (b) All in-ground pools must have at least four feet (4') of concrete or some other similar decking material surrounding the entire pool.
- (c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

21. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

ARTICLE XII. GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article V, Section 5 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

2. Indemnification of Officers, Directors and Others.

(a) Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat., as may be amended, the Association shall indemnify every officer, director and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if

approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

(b) The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

(c) The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

3. Adjoining Tracts. The Association is authorized and empowered to cooperate and contract with the homeowner's association (or its equivalent) for adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

4. Amendments. Until Living Units have been constructed on and all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed, in whole or in part and as to all or any portion of the Property, by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all Owners. To be effective, any amendment, modification or change to the provisions of this Indenture must be approved in writing by the City Attorney and shall be recorded in the County Records. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Association or eliminate the requirement that there be an Association unless another Person is substituted for the Association with its responsibilities and duties.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

7. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other Person to whom Grantor sells, transfers or assigns all or any of the Lots in the Subdivision.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until Living Units have been constructed on and all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege, to the extent allowed under City ordinances: (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including, without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of Living Units; and (iii) to park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s) and on the Common Ground. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this Article XII, Section 8 shall not be amended, modified or deleted without the prior written consent of Grantor.

9. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for the duration of the trust under Article II of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

IN WITNESS WHEREOF, Grantor has executed this Indenture this ____ day of _____, 2023.

GRANTOR:

MCKELVEY HOMES, L.L.C.,
a Missouri limited liability company

BY: _____
Name: James G. Brennan
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this the ____ day of _____, 2023, before me personally appeared James G. Brennan, to me personally known, who, being by me duly sworn, did say that he is the Manager of McKelvey Homes, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

[SIGNATURE PAGE TO INDENTURE OF TRUST AND RESTRICTIONS
FOR DUEVER ESTATES]

ASSOCIATION:

DUEVER ESTATES HOMEOWNERS
ASSOCIATION, a Missouri nonprofit corporation

BY: _____
Name: James G. Brennan
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this the ____ day of _____, 2023, before me personally appeared James G. Brennan, to me personally known, who, being by me duly sworn, did say that he is the President of Duever Estates Homeowners Association, a nonprofit corporation, and that said instrument was signed in behalf of said corporation, and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2023042800175

CERTIFIED-FILED FOR RECORD

4/28/2023 9:56:01AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 5
RECORDING FEE: \$33.50

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: WARRANTY DEED

Grantor: PJC DEVELOPMENT LLC

Grantee: COUNTY OF ST LOUIS

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

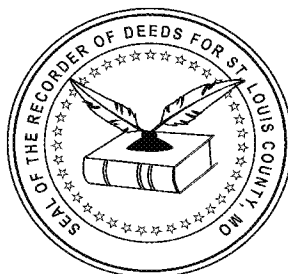
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 28 day of April 2023 at 9:56 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

EAR

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,228,322



DocId:20228322

Tx:40137935

3 INCH AREA ABOVE – LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: ST. LOUIS COUNTY GENERAL WARRANTY DEED

DATE OF DOCUMENT:

GRANTOR; PJC Development, LLC
218 Chesterfield Towne Centre
St. Louis, MO 63005

GRANTEE: St. Louis County
41 South Central
Clayton, Mo 63105

PROPERTY ADDRESS: 871 N Mason Road
St. Louis, MO 63141

COUNTY LOCATOR # 17P610059

CITY OF ST. LOUIS PARCEL #: N/A

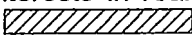
CITY/MUNICIPALITY: City of Creve Coeur

LEGAL DESCRIPTION A tract of land being part of lot 2 of The Estate of John
Hezel in US Survey 1923, T 44 N – R 5 E,
St. Louis County, Missouri

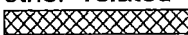
GENERAL WARRANTY DEED

(Form 7.2.1)

THIS DEED made and entered into this 13th day of April, 20 23, by and between PJC Development, LLC of the County of St. Louis, State of Missouri, Grantor(s) and ST. LOUIS COUNTY, MISSOURI, 41 South Central Avenue, Clayton, Missouri, 63105, Grantee.

WITNESSETH: that the Grantor(s), for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, do _____ by these presents, Grant, Bargain and Sell, Convey and Confirm unto the Grantee, the following interests in real estate situated in St. Louis County, Missouri and indicated by the hatched area  on the attached Exhibit "A".

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its assigns and successors forever.

A Temporary Slope Construction License for the purpose of making cuts, fills and sloping embankment, constructing drives, providing working room and implementing any and all other related construction items over the real estate indicated by the cross-hatched area  on the attached Exhibit "A" until such time as future Sidewalk may be completed and accepted by St. Louis County. Upon the granting or denial of acceptance by St. Louis County or its assigns, this License shall terminate.

Grantor(s) covenant(s) that no installation will be placed on the above platted land as will interfere with the proper construction of the aforementioned project until this license is terminated.

The Grantor(s) hereby covenanting that PJC Development, LLC and their heirs, executors and administrators, shall and will Warrant and Defend the title to the premises unto the Grantee, and to its assigns and successors forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 20 _____ and thereafter, and the special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor(s) ha _____ executed these presents the day and year first above written.

(Corporation Name)

PJC Development, LLC

Attest:

Brian Thomas

Secretary

(SEAL)

Phillip R. Brennan

Phillip R. Brennan

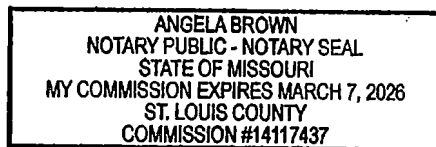
(LIMITED LIABILITY COMPANY (L.L.C.) NOTARY)

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

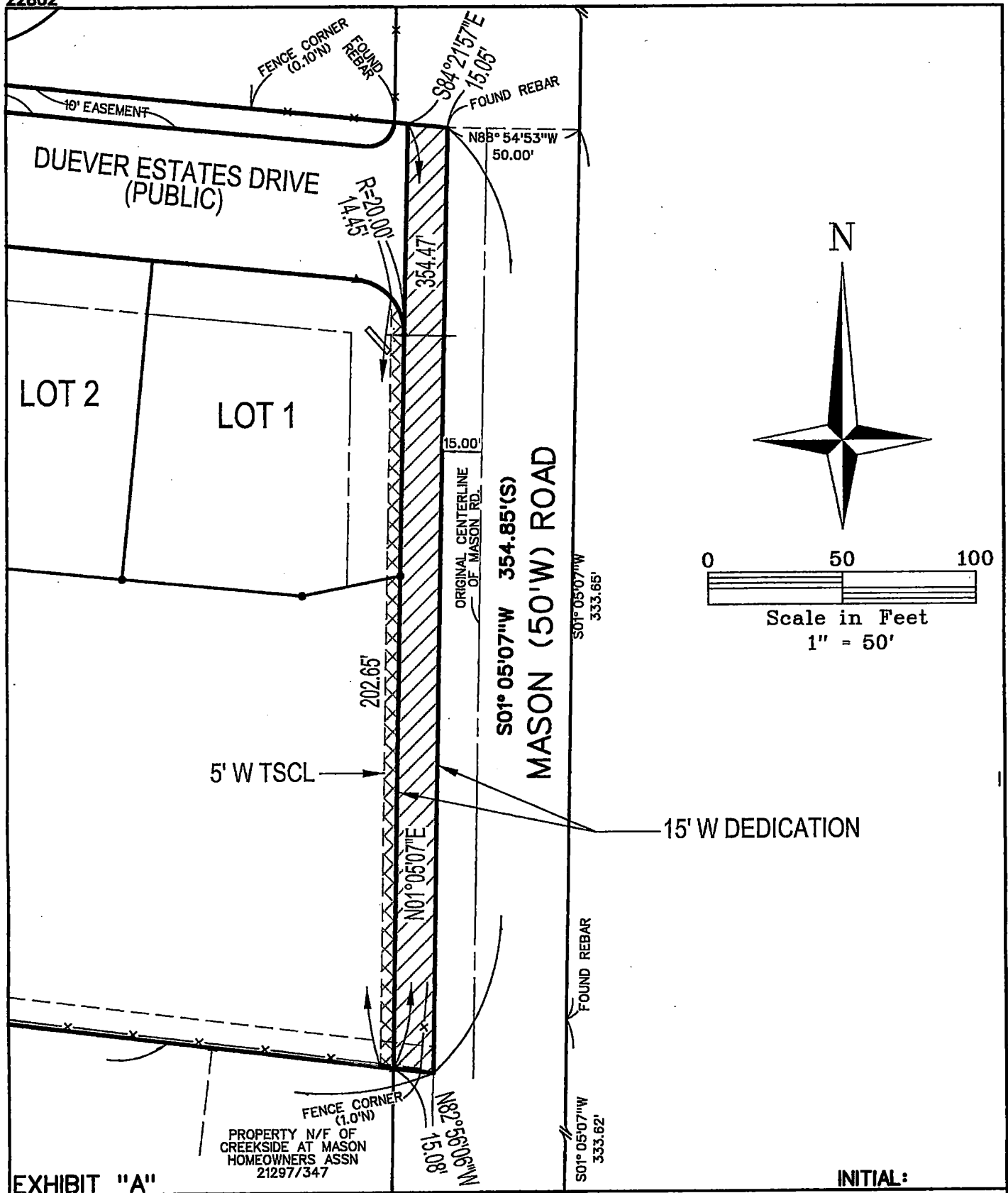
On this 13 day of April, 2023, before me personally appeared Phillip R. Brennan, to me personally known, who, being by me duly sworn, did say that they are the Managing Member / Member of PJC Development, LLC, L.L.C., and that they executed the foregoing agreement pursuant to the authority given to them by the Operating Agreement of said Limited Liability Company, and acknowledged that they executed the same on behalf of said Limited Liability Company as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My term expires: March 7, 2026 Angela Brown
Notary Public



Duever Estates
22802



GENERAL WARRANTY DEED
DUEVER ESTATES
871 N MASON ROAD
CREVE COEUR, MO. 63141

BILL NUMBER _____

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR A
SUBDIVISION KNOWN AS DUEVER ESTATES, CITY OF CREVE COEUR, ST.
LOUIS COUNTY, MISSOURI**

WHEREAS, an application has been submitted by James Brennan of McKelvey Homes for approval of a final plat of a twelve-lot subdivision known as Duever Estates, at 871 N. Mason Road; and

WHEREAS, the final plat of the Duever Estates subdivision conforms to the preliminary plat approved by the Planning and Zoning Commission on January 17, 2023; and

WHEREAS, public notice of said final plat application was provided in accordance with Section 410.140.C.2 of the Creve Coeur Municipal Code; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Duever Estates final plat by a vote of ____ on December 18, 2023; and

WHEREAS, a copy of the proposed ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage by the City Council;

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The Final Plat of the subdivision known as Duever Estates, described as a tract of land being part of lot 2 of the estate of John Hezel in U.S. survey 1923, township 45 north-range 5 east, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on November 22, 2023 is hereby approved subject to the following conditions:

1. Prior to issuance of any final occupancy permits, the applicant shall prepare the Mylar for appropriate signatures and City Certification and record the final subdivision plat with St. Louis County.
2. Lots located within the floodplain shall not be issued a building permit until the Conditional Letter of Map Revision based on Fill (CLOMR-F) is received by FEMA.
3. All easement labels and descriptions on the plat, as well as all subdivision plat scripts, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.
4. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.

SECTION 2: Such approval of the plats for the subdivision of the property shall be endorsed on said Plat as indicated in Section 1 hereof under the hand of the City Clerk, and the seal of the City of Creve Coeur, Missouri shall be affixed thereto.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539
www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #23-039: CONSOLIDATION PLAT OF LOT 24 OF BELLE COEUR PLAT 4 AND ONE HALF OF A PORTION OF PREVIOUSLY VACATED CHAMPEIX LANE

FOR THE MEETING OF: Monday, December 18, 2023

LOCATION: 12808 Coulange Court, Zoned "A" Single-Family Residential

REQUEST: Tom Prost, surveyor, on behalf of Sherri Steffens, owner, has submitted a consolidation plat (boundary adjustment) to include a portion of the vacated Champeix Lane right-of-way. With the vacated right-of-way included, the property will contain 50,075 square feet.

ADDITIONAL INFORMATION: The sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots is a ministerial act; if the drawings are technically accurate and do not raise issues of concern, they can be approved by the Planning and Zoning Commission.

Key Issues:

- Does the adjustment create non-conformities on the lot?

Subdivision Code References

- Section 410.030(D)

Zoning Code References

- Section 405.250: "A" Single-Family Residential

APPLICANT: Sherri Steffens
12808 Coulange Court
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Tom Prost
Poehlman & Prost, Inc.
PO Box 1518
Maryland Heights, MO 63043

REPORT PREPARED BY: Jason Jaggi, Director of Community Development
DATE: 12/14/2023
ATTACHMENTS: Consolidation Plat drawing submitted December 6, 2023

DISCUSSION

The owner of 12808 Coulange Court has submitted a boundary adjustment (lot consolidation) plat to include one half of the previously vacated Champiex Lane. This property is addressed by St. Louis County for tax purposes as 12800 Coulange Court. The aerial image below clearly shows this former street right-of-way.

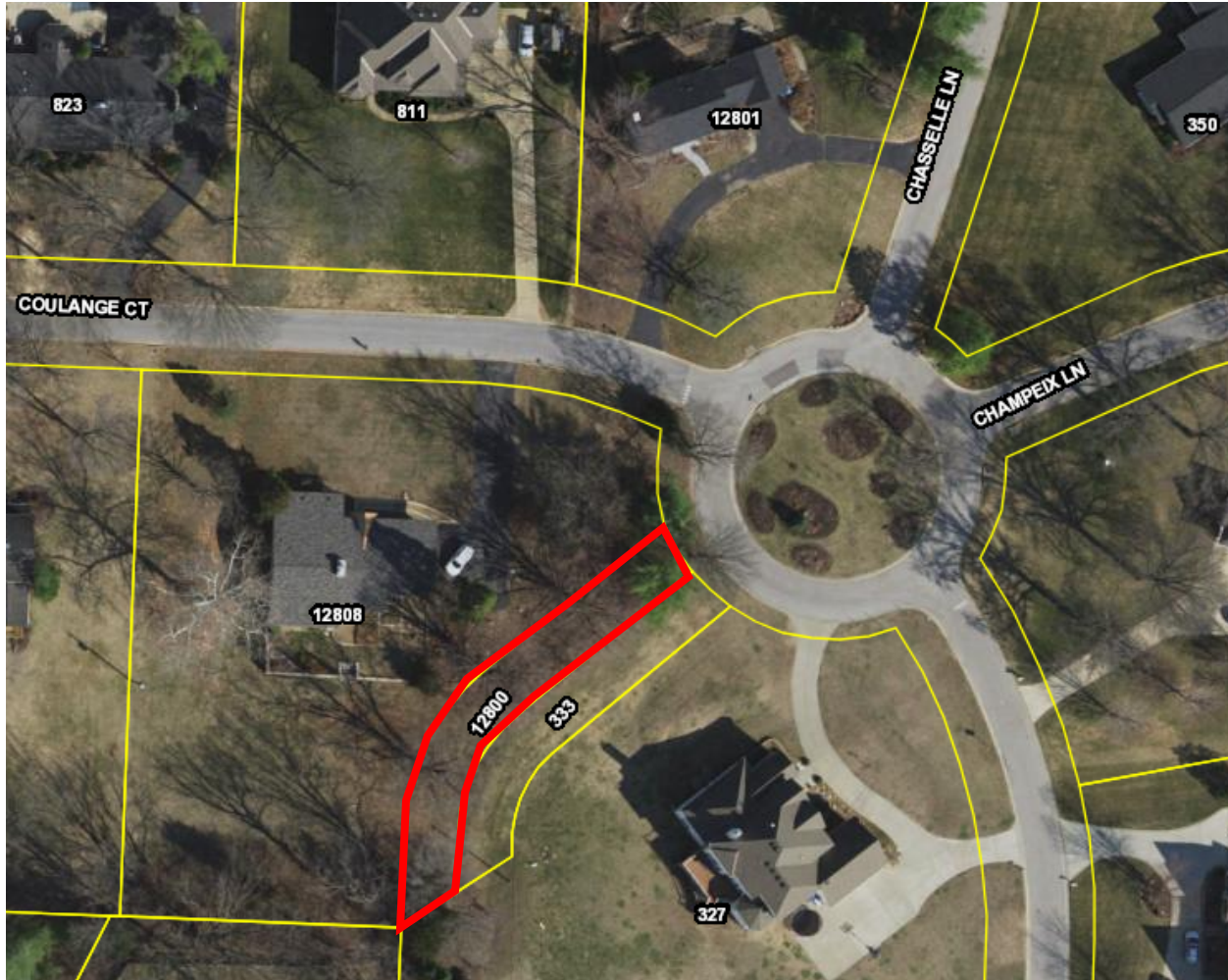


Figure 1: Aerial Image showing the western half of the previously vacated Champiex Lane to be consolidated with 12808 Coulange Court.

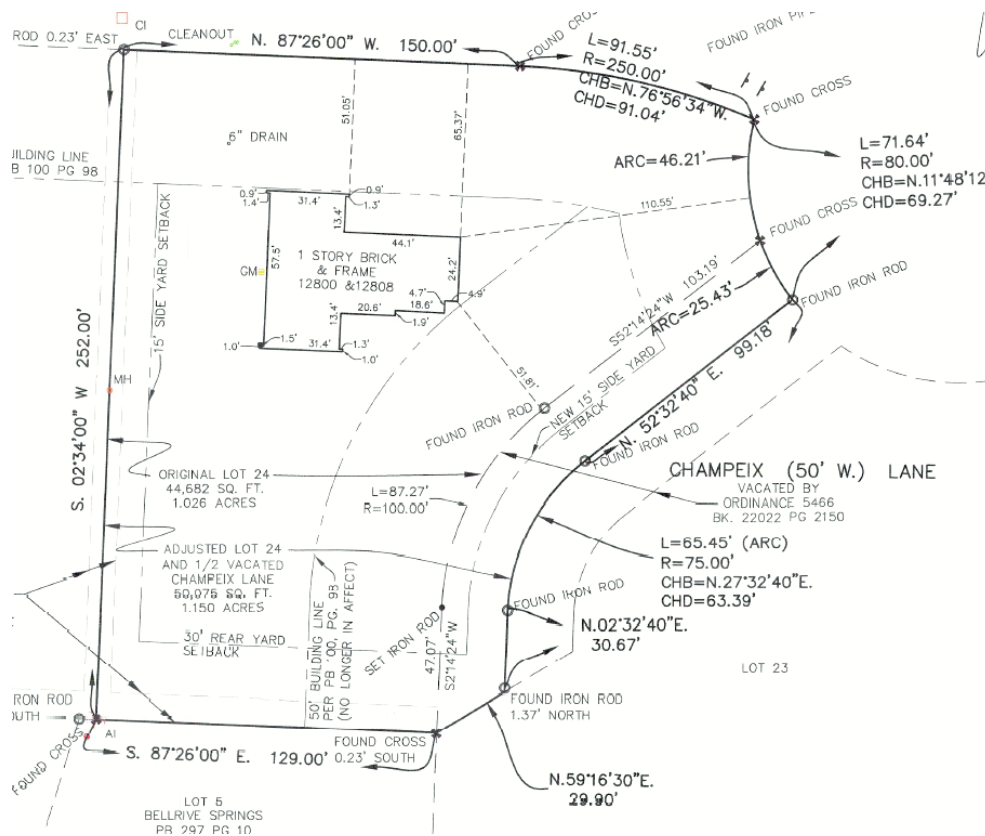


Figure 2: Close up view of Lot Consolidation Plat

The street was vacated by Ordinance 5466 and recorded with St. Louis County in Book 22022, Page 2150. This property is located within the Belle Coeur subdivision. The vacated right-of-way portion contains 5,393 square feet. Lot 24 of Belle Coeur Plat 4 contains 44,682 square feet. After the consolidation, Adjusted Lot 24 will contain 50,075 square feet.

Technical Review

A boundary adjustment, which is not a subdivision plat, is possible when the following regulation from the Subdivision Code is satisfied:

410.030(D) Sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots, is exempt from the requirement of recording by plat; provided, however, that certification by the Planning and Zoning Commission shall be required prior to such sale or transfer. This certification shall be recorded with the title of the property by the St. Louis County Recorder of Deeds.

This appears to be the case with the current application. The drawings are technically accurate, and the adjustment does not create any known non-conformities on the site, nor will it create any additional non-conformities. The minimum lot size and dimensions for properties in the A District, under Section 405.250 of the zoning regulations are a minimum of 1 acre lot area, with a

lot width of 150 feet and lot depth of 150 feet. Staff concludes that the adjustment should be approved by the Planning Commission, subject to the conditions in the example motion.

ACTION

If the members of the Planning Commission are satisfied that the requested boundary adjustment meets the applicable requirements of the Subdivision Code and is otherwise appropriate, the Planning Department staff request that a final decision be voted upon; no action by the City Council is required.

MOTION

The following is an example of a motion for this application:

“I move to approve the boundary adjustment to consolidate one half of the previously vacated Champeix Lane consisting of approximately 5,393 square feet into Lot 24 of Belle Coeur Plat 4 as described in the staff report on application #23-039 received December 6, 2023 subject to the condition that a final drawing be prepared for signature and recording, and a pdf version of the recorded drawing be provided to the City.” (Conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

Included and attached by reference. See body of report for specific excerpts.

**APPENDIX 2: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS
(CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)**

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO





city
of

CREVE COEUR

PLANNING DIVISION

File # 23-039

300 North New Ballas Road Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION APPLICATION FOR SUBDIVISION PLAT

Title of Project: Consolidation Plat of Lot 24 of Bellecoeur
Plat 4 & One Half of Champeix Lane
Location of Project: 12808 Coulange Court
Locator # 18 P 54-0133

Please attach a copy of a metes and bounds legal description of the area to be subdivided.

Applicant: <u>Sherri Steffens</u> Name Company (If Applicable) <u>12808 Coulange Court</u> Address <u>St. Louis, MO 63141</u> Address Telephone # <u>636-448-6230</u> Fax # <u>-</u> Email: <u>SherriSteffens47@gmail.com</u>	Applicant's Representative (if applicable): <u>Tom Prost</u> Name <u>Poehlman & Prost, Inc.</u> Company (If Applicable) <u>P.O. Box 1518</u> Address <u>Maryland Heights 63043</u> Address Telephone # <u>314-997-5777</u> Fax # Email: <u>TProst@Poehlman-Prost.com</u>
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APPLICANT:

Architect _____ Engineer _____ Surveyor _____ Agent _____ Owner ☒

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, _____, 20__.

SUBMITTAL CHECKLIST

- ☒ P&Z Agenda Application
- ☐ Fees Paid
- ☒ Draft Preliminary Plat
- ☒ Landscape Plan
- ☒ Tree Preservation Plan
- ☐ Digital copy of all documents

Signature Thomas E. Prost

Title Vice-President

Date 11-31-2023

Land Description of "Consolidated Lot 24 And 1/2 Of Champeix Lane"

A tract of land being all of Lot 24 of "Bellecoeur Plat 4" recorded in Plat Book 100, Page 98 of the St. Louis County Records and one-half of Champeix Lane vacated by Ordinance 5466 recorded in Deed Book 22022, Page 2150 of said Records and being more particularly described as follows:

Beginning at the northwest corner of said Lot 24 said point also being on the south line of Coulange Court. 50' wide, thence South 02° 25' 44" West along the west of Lot 24 a distance of 252.00 feet to the southwest corner of Lot 24; thence South 87° 44' 16" East along the south line of Lot 24 a distance of 129.00 feet to the southeast corner of Lot 24, said point also being a point on the west line of said vacated Champeix Lane; thence North 58° 58' 14" a distance of 29.90 feet to a point on the centerline of vacated Champeix Lane; thence along the centerline of vacated Champeix Lane the following courses and distances: North 02° 14' 24" East a distance of 30.67 feet to a point of tangency; thence along a curve to the right having a radius of 75.00 feet, an arc distance of 65.45 feet whose chord bears North 27° 14' 24" West a chord distance of 63.39 feet to a point of curvature; thence North 52° 14' 24" East a distance of 99.18 feet to a point on curve; thence leaving said centerline of vacated Champeix Lane along a curve to the right having a radius of 80.00 feet, an arc distance of 71.64 feet whose chord bears North 15° 06' 28" West a chord distance of 69.27 feet to a non-tangent curve, said point also being the northeast corner of said Lot 24; thence along the north line of Lot 24 and along a curve to the left having a radius of 250.00 feet, an arc distance of 91.55 feet whose chord bears North 77° 14' 51" West a chord distance of 91.04 feet to a point; thence North 87° 44' 16" West along the north line of Lot 24 a distance of 150.00 feet to the point of beginning and containing 50,075 square feet or 1.150 acres.

"CONSOLIDATION PLAT OF LOT 24 OF BELLE COUER PLAT 4 AND ONE HALF OF CHAMPEIX LANE"

BEING ALL OF LOT 24 OF "BELLECOEUR PLAT 4" PLAT BOOK 100 PAGE 98
AND ONE HALF OF CHAMPEIX LANE
VACATED BY ORDINANCE 5466, BOOK 22022, PAGE 2150
A SUBDIVISION IN U.S. SURVEY 730, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COERU, ST. LOUIS COUNTY, MISSOURI

SCALE: 1" = 2000'

PROJECT SITE

LOCATION MAP
WUNNENBERG'S STREET GUIDE
LAJOLLE, MISSOURI
PAGE 22, GRID Y-18

OWNERSHIP CERTIFICATE

THE UNDERSIGNED OWNER OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED IN THE MANNER SHOWN ON THIS PLAT, WHICH CONSOLIDATION SHALL HERINAFTER BE KNOWN AS "CONSOLIDATION PLAT OF LOT 24 OF BELLECOEUR PLAT 4 AND ONE HALF OF CHAMPEIX LANE". THIS LOT WILL BE SUBJECT TO ALL SUBDIVISION RESTRICTIONS AND CITY OF CREVE COEUR PLANNING AND ZONING REGULATIONS.

THE NEW 15 FEET SIDE YARD ADJACENT TO THE CENTERLINE OF CHAMPEIX LANE IS HEREBY CREATED AND THE EXISTING 50' FRONT YARD BUILDING LINE IS TO BE DEEMED NO LONGER IN EFFECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THIS _____ DAY OF _____ 2023

SHERI J. STEFFENS

NOTARY PUBLIC CERTIFICATE

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME PERSONALLY APPEARED SHERI J. STEFFENS, TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE AND SIGN SAID INSTRUMENT AS HER FREE ACT AND DEED.

IN MY TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

LEIN HOLDER CERTIFICATE

THE UNDERSIGNED HOLDER AND LEGAL OWNER OF A DEED OF TRUST RECORDED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY RECORDS, DOES HEREBY CONSENT TO AND APPROVE OF THIS CONSOLIDATION PLAT.

BANK NAME: _____

BY: _____
PRINT NAME AND TITLE:

NOTARY PUBLIC CERTIFICATE

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE

A CORPORATION WHICH IS ORGANIZED AND EXISTING UNDER THE STATE OF MISSOURI AND THAT SAID _____ ACKNOWLEDGED AND SIGNED SAID INSTRUMENT IN BEHALF OF THE BOARD OF DIRECTORS OF SAID CORPORATION AS HIS/HER FREE ACT AND DEED

IN MY TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CITY CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS CONSOLIDATION PLAT WAS APPROVED BY THE CITY OF CREVE COEUR PLANNING AND ZONING COMMISSION ON THE DAY OF _____ 2023, PURSUANT TO SECTION 410.030.0 OF THE SUBDIVISION REGULATIONS, IN CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF CREVE COEUR.

CITY OF CREVE COEUR, MISSOURI

JULIE LOBONTE
CHAIRMAN, PLANNING AND ZONING COMMISSION

KELLIE HENKE
CITY CLERK

GENERAL SURVEY NOTES

- SOURCE OF TITLE AND EASEMENTS: RECORD PLAT INFORMATION ONLY, NO TITLE COMMITMENT WAS PROVIDED TO SURVEYOR.
- CLASSIFICATION OF SURVEY: URBAN.
- BASIS OF BEARINGS: BELLECOEUR PLAT 4, PLAT BOOK 100, PAGE 98.

PRELIMINARY
NOT FOR CONSTRUCTION

UTILITY LOCATION NOTE
THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 139, RSMO.

LAJOLLE, MISSOURI
PAGE 22, GRID Y-18

POEHLMAN & PROST, INC.
Land Surveying and Civil Engineering
P.O. Box 1518
46 C Worthington Access Drive
Maryland Heights, Missouri 63043
(314) 997-5777 Phone
(314) 997-0407 Fax
E-Mail: pmoehman-prost.com

SHERI STEFFENS
8822 WATERBURY DRIVE
AND JONATHAN BURKHARDT
9816 OLD WARSON ROAD
LAJOLLE, MISSOURI 63124
(314) 497-7204
rhd1095@aol.com

"CONSOLIDATION PLAT OF LOT 24 OF BELLECOEUR PLAT 4 AND 1/2 OF CHAMPEIX LANE"
BEING ALL OF LOT 24
VACATED BY ORDINANCE 5466, BOOK 22022, PAGE 2150
A SUBDIVISION IN U.S. SURVEY 730, TOWNSHIP 45 NORTH, RANGE 5 EAST
(PLATBOOK 100, PAGE 98)
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

NO.	DESCRIPTION	DATE
1	Easements and Building lines	11-21-2023
2	Names of PZ & City Clerk	12-05-2023

THOMAS E. PROST, PLS
PLS # LS-2272

DATE: 10-XX-2023
PROJECT NUMBER: 223-051

CONSOLIDATION PLAT
1 OF 1

LOT 32

LOT 33

LOT 34

COULANGE (50' W.) COURT

CHASSELLE (50' W.) LANE

CHAMPEIX (50' W.) LANE

CHASSELLE (50' W.) LANE

CHAMPEIX (50' W.) LANE

SCALE: 1" = 30'

10' EASEMENT DEDICATED TO ST. LOUIS COUNTY FOR PUBLIC UTILITIES USE AND SEWER/DRAINAGE PURPOSES PER PB 100 PG. 98.

FOUND IRON ROD 0.15' SOUTH

LOT 5
BELLRIVE SPRINGS
PB 297 PG 10

LOT 23

FLOOD ZONE NOTE:

THE SUBJECT TRACT OF LAND IN ST. LOUIS COUNTY, MISSOURI, IS LOCATED IN ZONE "AE" PER FIRM MAP NUMBER 29189C0307 K, EFFECTIVE DATE: FEBRUARY 4, 2015, "AE", AREAS WITHIN THE 100-YEAR FLOOD HAZARD, BASE FLOOD ELEVATIONS DETERMINED.

NOTE:

ZONING - "A" SINGLE FAMILY RESIDENTIAL
FRONT YARD SETBACK - 50 FEET
SIDE YARD SETBACK - 15 FEET
REAR YARD SETBACK - 30 FEET

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY TO THE BEST OF MY BELIEF, KNOWLEDGE, AND ABILITY THAT POEHLMAN & PROST INC. AT THE REQUEST OF SHERI J. STEFFENS, DURING THE MONTH OF SEPTEMBER, 2023 EXECUTED A BOUNDARY SURVEY, AND DURING THE MONTH OF OCTOBER, 2023 PREPARED A CONSOLIDATION PLAT, BASED ON FIELD INFORMATION OBTAINED FROM FIELD PERSONNEL UNDER MY DIRECTION, ON A TRACT OF LAND BEING ALL OF LOT 24 OF BELLECOEUR PLAT 4 A SUBDIVISION RECORDED IN PLAT BOOK 100, PAGE 98 OF THE ST. LOUIS COUNTY RECORDS AND ONE HALF OF CHAMPEIX LANE VACATED BY ORDINANCE 5466 RECORDED IN DEED BOOK 22022, PAGE 2150 OF SAID RECORDS.

I ALSO DECLARE THAT UNDER MY SUPERVISION AND TO THE BEST OF MY ABILITY AND PROFESSIONAL JUDGMENT, THAT THE RESULTS SHOWN HEREON ARE MADE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR URBAN CLASS PROPERTY AS SET FORTH BY THE MISSOURI DEPARTMENT OF AGRICULTURE, AND LAND SURVEY AND RULES PROMULGATED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THIS _____ DAY OF _____ 2023.

POEHLMAN & PROST INC. 199-D

BY: THOMAS E. PROST, PLS # LS-2272
PROFESSIONAL LAND SURVEYOR

LAND DESCRIPTION OF ORIGINAL LOT 24

A TRACT OF LAND BEING ALL OF LOT 24 OF "BELLECOEUR PLAT 4" RECORDED IN PLAT BOOK 100, PAGE 98 OF THE ST. LOUIS COUNTY RECORDS.

LAND DESCRIPTION OF "CONSOLIDATED LOT 24 AND 1/2 OF CHAMPEIX LANE"

A TRACT OF LAND BEING ALL OF LOT 24 OF "BELLECOEUR PLAT 4" RECORDED IN PLAT BOOK 100, PAGE 98 OF THE ST. LOUIS COUNTY RECORDS AND 1/2 OF CHAMPEIX LANE VACATED BY ORDINANCE 5466 RECORDED IN DEED BOOK 22022, PAGE 2150 OF SAID RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 24 SAID POINT ALSO BEING ON THE SOUTH LINE OF COULANGE COURT, 50' WIDE, THENCE SOUTH 02° 25' 44" WEST ALONG THE WEST OF LOT 24 A DISTANCE OF 252.00 FEET TO THE SOUTHWEST CORNER OF LOT 24; THENCE SOUTH 87° 44' 16" EAST ALONG THE SOUTH LINE OF LOT 24 A DISTANCE OF 129.00 FEET TO THE SOUTHEAST CORNER OF LOT 24, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF SAID VACATED CHAMPEIX LANE; THENCE NORTH 58° 58' 14" A DISTANCE OF 29.90 FEET TO A POINT ON THE CENTERLINE OF VACATED CHAMPEIX LANE; THENCE ALONG THE CENTERLINE OF VACATED CHAMPEIX LANE THE FOLLOWING COURSES AND DISTANCES: NORTH 02° 14' 24" EAST A DISTANCE OF 30.67 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 65.45 FEET WHOSE CHORD BEARS NORTH 27° 14' 24" WEST A CHORD DISTANCE OF 63.39 FEET TO A POINT OF CURVATURE; THENCE NORTH 52° 14' 24" EAST A DISTANCE OF 99.18 FEET TO A POINT ON CURVE; THENCE LEAVING SAID CENTERLINE OF VACATED CHAMPEIX LANE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 71.64 FEET WHOSE CHORD BEARS NORTH 15° 06' 28" WEST A CHORD DISTANCE OF 69.27 FEET TO A NON-TANGENT CURVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 24; THENCE ALONG THE NORTH LINE OF LOT 24 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 91.55 FEET WHOSE CHORD BEARS NORTH 77° 14' 51" WEST A CHORD DISTANCE OF 91.04 FEET TO A POINT; THENCE NORTH 87° 44' 16" WEST ALONG THE NORTH LINE OF LOT 24 A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 50,075 SQUARE FEET OR 1.150 ACRES.